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November 3, 2006

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of the MFN of DIECA Communications, Inc. d/b/a Covad Communications into Sprint Communications Company, L.P.'s Interconnection Agreement, along with two Amendments, which replaces the existing Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and DIECA Communications, Inc. d/b/a Covad Communications.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and DIECA Communications, Inc. d/b/a Covad Communications hereby request approval, pursuant to 47 U.S.C. 252, the MFN of DIECA Communications, Inc. d/b/a Covad Communications into Sprint Communications Company, L.P.'s Interconnection Agreement, along with two Amendments, which replaces the existing Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and DIECA Communications, Inc. d/b/a Covad Communications..

I have been authorized by DIECA Communications, Inc. d/b/a Covad Communications to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed Agreement.

DIECA Communications, Inc. d/b/a Covad Communications
Katherine Mudge
Senior Counsel
7000 North Mopac Expressway
2nd Floor
Austin, TX 78731
P: 512-514-6380
F: 512-514-6580
kmudge@covad.com

Sincerely,

/s/ Erik S. CaPaul
Erik S. CaPaul

Enclosure

USA Proud Sponsor of the U.S. Olympic Team

I understand that the Wisconsin Public Service Commission will not accept an Interconnection Agreement for approval pursuant to 47 USC 252 unless the competitive provider has been certified by the Commission, or is a wireless provider. The undersigned hereby warrants that it has received any necessary Wisconsin certification and also consents to Wisconsin Bell, Inc. d/b/a AT&T Wisconsin requesting approval of the Interconnection Agreement on behalf of both parties.

Signature

Katherine K. Mudge

Name

Senior Counsel - Covad Communications

Position

(512) 514-6380

Telephone Number

(512) 514-6520

Fax Number

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Wisconsin Bell, Inc.[1] d/b/a AT&T Wisconsin ("AT&T Wisconsin"), and DIECA Communications, Inc. d/b/a Covad Communications ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Wisconsin and Sprint Communications Company L.P. for the State of Wisconsin, which was approved by the Public Service Commission of Wisconsin ("the Commission") under Section 252(e) of the Act on November 11, 2002 in Docket Number 05-TI-75, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, notwithstanding the above, AT&T Wisconsin has agreed to make available to CLEC the Separate Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Separate Agreement, to amend such Agreement to conform it to to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Separate Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in an amendment(s) to this MFN Agreement (collectively the "MFN Agreement") are all incorporated herein by this reference, and are attached hereto and will be submitted to the Commission for approval; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Wisconsin hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" are hereby replaced with "Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation" and AT&T Wisconsin's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "722 N Broadway, Milwaukee, WI 53202." Finally, the following language is hereby deleted: "on behalf of and as agent for AT&T Wisconsin."

2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.

2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on November 30, 2004.

[1] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Katherine Mudge/Senior Counsel
STREET ADDRESS	7000 North Mopac Expressway, 2nd Floor
CITY, STATE, ZIP CODE	Austin, TX 78731
FACSIMILE NUMBER	512-514-6580

2.5 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Wisconsin under this MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

2.6 In Section 47.2 after "State of", CLEC's state of incorporation of Virginia should be deemed to be inserted.

3.0 Clarifications

3.1 In entering into this MFN Agreement, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

The Parties are currently negotiating contract language that addresses AT&T Wisconsin's obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Covad's own elements or UNEs in commingled arrangements, if any, in light of the current lawful and effective FCC rules and associated FCC and judicial orders. By executing this contract amendment, neither Party waives any of its rights with regards to SBC ILEC's obligations to provide UNEs, combinations of UNEs, combinations of UNE(s) and Cpvad's own elements or UNEs in commingled arrangements in light of the current lawful and effective FCC rules and associated FCC and judicial orders.

3.2 It is AT&T Wisconsin's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this 2nd day of November, 2006.

DIECA Communications, Inc. d/b/a Covad Communications

By: [signature]

Printed: James A. Kirkland

Title: SVP, Strategic Dev & GC
(Print or Type)

Date: 10/31/06

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: NOV 0 2 2006

FACILITIES-BASED OCN # 7871

ACNA OVC

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

ILLINOIS BELL TELEPHONE COMPANY, INDIANA BELL TELEPHONE COMPANY INCORPORATED, MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY, THE OHIO BELL TELEPHONE COMPANY, PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

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

by and among

Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

Sprint Communications Company, L.P.

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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), is dated as of _____, 2002 by and among SBC Communications Inc. covering between one or more of the SBC Communications Inc. owned ILEC's. Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech 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, Sprint Communications Company, L.P. (**SPRINT**), (a Delaware limited partnership), shall apply to the states of Indiana and Wisconsin.

WHEREAS, SPRINT 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, **SPRINT** intends to operate where one or more Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and **SPRINT**, 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

[1] 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 State. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law.

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

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

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

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

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

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

1.1.8 "**AM-IL" -** As used herein, AM-IL means the applicable SBC owned ILEC doing business in Illinois.

1.1.9 "**AM-IN" -** As used herein, AM-IN means the applicable SBC owned ILEC doing business in Indiana.

1.1.10 **"AM-MI" -** As used herein, AM-MI means the applicable SBC owned doing business in Michigan.

1.1.11 "**AM-OH" -** As used herein, AM-OH means the applicable SBC owned ILEC doing business in Ohio.

1.1.12 "**AM-WI" -** As used herein, AM-WI means the applicable SBC owned ILEC doing business in Wisconsin.

1.1.13 **"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.

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

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

1.1.16 **"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.

1.1.17 **"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.

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

1.1.19 **"Business Day"** is as defined in FCC Rule 1.4(e), excluding the Friday immediately following Thanksgiving Day.

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

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

1.1.22 **"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.

1.1.23 **"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.

1.1.24 **"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.

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

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

1.1.27 **"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.

1.1.28 **"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.

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

1.1.29.1 **"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.

1.1.29.2 **"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.

1.1.30 **"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 the Public Utilities Commission of the State of California (CA-PUC);
1.1.34.3 the Connecticut Department of Public Utility Control (CT-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 **SPRINT** End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to **SPRINT**.

1.1.39 **"Custom Local Area Signaling Service Features**" (**CLASS Features**) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.40 **"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.

1.1.41 **"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.

1.1.42 **"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;

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

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

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

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

1.1.50 **"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.

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

1.1.52 **"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.

1.1.53 **"Feature Group D"** (**FG-D**) 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.

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

1.1.55 **"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.

1.1.56 **"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.

1.1.57 **"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.

1.1.58 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act and Applicable Law.

1.1.59 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights, except with respect to access to UNEs, in which case the meaning is as defined by the FCC.

1.1.60 **"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). Primary Rate Interface-ISDN (PRI-ISDN) provides for a digital transmission of twenty-three 64 Kbps bearer channels and one 16 Kbps data channel (23B+D).

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

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

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

1.1.64 **"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.

1.1.65 **"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.

1.1.66 **"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.

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

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

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

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

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

1.1.72 **"Local Exchange Carrier"** (**LEC**) is As Defined in the Act and Applicable Law.

1.1.73 **"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.

1.1.74 **"Local Calls",** for purposes of intercarrier compensation, is as defined in Appendix Reciprocal Compensation."

1.1.75 **"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).

1.1.76 **"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.

1.1.77 **"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.

1.1.78 **"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).

1.1.79 **"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.

1.1.80 **"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.

1.1.81 **"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.

1.1.82 **"Meet-Point Trunks/Trunk Groups"** (**MPTGs**) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

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

1.1.84 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

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

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

1.1.87 **"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.

1.1.88 **"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**.**

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

1.1.90 **"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.

1.1.91 **"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.

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

1.1.93 **"Party"** means either **SPRINT** or SBC use of the term "Party" includes each of the ILECs that is a party to this Agreement. **"Parties"** means both **SPRINT** and SBC; use of the term "Parties" includes each of the ILECs that is a party to this Agreement.

1.1.94 "**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.

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

1.1.96 **"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.

1.1.97 "**Physical Collocation**" is as described in Section 4. of Appendix Collocation or in the applicable tariff.

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

1.1.98.1 **SBC-AMERITECH**

1.99.1.1 **"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.

1.1.98.2 **NEVADA**

1.1.99.2.1 **"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 PUC-NV tariff A6.2.7.

1.1.98.3 **PACIFIC**

1.1.99.3.1 **"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.

1.1.98.4 **SNET**

1.1.98.4.1 "**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.

1.1.98.5 **SBC-SWBT**

1.1.99.5.1 **"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."

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

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

1.1.101 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.102 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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

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

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

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

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

1.1.108 **"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.

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

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

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

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

1.1.113 **"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.

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

1.1.115 **SNET** - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

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

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

1.1.117.1 "AR" means Arkansas
1.1.117.2 "CA" means California
1.1.117.3 "CT" means Connecticut
1.1.117.4 "IL" means Illinois
1.1.117.5 "IN" means Indiana
1.1.117.6 "KS" means Kansas
1.1.117.7 "MI" means Michigan
1.1.117.8 "MO" means Missouri
1.1.117.9 "NV" means Nevada
1.1.117.10 "OH" means Ohio
1.1.117.11 "OK" means Oklahoma
1.1.117.12 "TX" means Texas
1.1.117.13 "WI" means Wisconsin

1.1.118 **SWBT-AR -** As used herein, SWBT-AR means the applicable SBC owned ILEC doing business in Arkansas.

1.1.119 **SWBT-KS** - As used herein, SWBT-KS means the applicable SBC owned ILEC doing business in Kansas.

1.1.120 **SWBT-MO** - As used herein, SWBT-MO means the applicable SBC owned ILEC doing business in Missouri.

1.1.121 **SWBT-OK -** As used herein, SWBT-OK means the applicable SBC owned ILEC doing business in Oklahoma.

1.1.122 **SWBT-TX -** As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.

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

1.1.124 **"Synchronous Optical Network"** (**SONET**) is an optical interface 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.

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

1.1.126 **"Technical Feasibility"** is defined by the FCC and relevant State Commission decisions.

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

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

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

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

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

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

1.1.133 **"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).

1.1.134 **"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. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

1.1.136 "**Virtual Collocation**" is as described in Section 4.0 of Appendix Collocation or in the applicable tariff.

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

1.2.2 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in **SBC-12STATE** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the **SPRINT** Central Offices, **SPRINT** Routing Points, Activation Dates, the POI(s) and the applicable **SBC-12STATE** Central Offices.

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

1.2.4 "**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.

1.2.5 **"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.

1.2.6 **"Main Distribution Frame"** (**MDF**) is the central office termination point for outside plant facilities (e.g., local loops).

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

1.2.8 **"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.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

1.3.1 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-8STATE** to the client/End User community.

1.3.2 **"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.

1.3.3 **"Port**" is the point of interface/access connection to the **SNET** public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

1.4.1 **"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.

1.4.2 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.4.3 **"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.

1.4.4 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.4.5 **"Data Interexchange Carrier" (DIXC**) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-7STATE** and **SPRINT**s interconnecting with its network. This reciprocal exchange of data enables **SBC-7STATE** 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.

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

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

1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

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

1.5.2 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

1.6.1 **"Automatic Route Selection"** or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.6.2 **"Control Office"** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.

1.6.3 **"Enhanced LECLink"** is an customer access service to the national distribution of billing records via Telcordia's Centralized Message Distribution System (CMDS).

1.6.4 **"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.

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

1.6.6 **"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-AMERITECH** Serving Wire Center.

1.6.7 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group

D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

1.7.1 **"800 Series"** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the "800" Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider's network translates the 800 series number into a conventional 7 or 10-digit phone number for network switching and routing.

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

1.7.3 **"ConnNET"** is a CT packet switching network used for data communication to and from hosts and databases.

1.7.4 **"Database Administrative Service LIDB Operating Guidelines"** (Operating Guidelines) means the document developed by **SNET** that provides detailed instructions as to the working parameters of **SNET**'s provision of the LIDB Administrative System to **SPRINT**, as may be updated by **SNET** from time to time. **SNET** shall provide such Operating Guidelines to **SPRINT** upon execution of this Agreement.

1.7.5 **"Initial Billing Company"** (**IBC**) refers to the LEC that provides Feature Group B or D services at an End Office.

1.7.6 **"LIDB/AS"** means the LIDB administrative system for **SNET**.

1.7.7 **"Loop"** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the **SNET** designated serving wire centers.

1.7.8 **"Subsequent Billing Company"** refers to **SNET** when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)

1.7.9 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group

D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.10 **"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.

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT only

1.8.1 **"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. (JIP is applicable to **SBC-SWBT** only).

1.8.2 **"Line Validation Administration System"** (LVAS) means the LIDB administrative system for **SBC-SWBT**.

1.8.3 **"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. (OLI is applicable to **SBC-SWBT** only.)

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, **SPRINT** 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.

2.6 Conflict in Provisions

2.6.1 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in these General Terms and Conditions, the definitions, terms or conditions in such Appendix, Attachment, Exhibit, Schedule or Addenda will supersede those contained in these General Terms and Conditions, 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.

2.6.2 In **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 **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 non-severable.

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, nor by **SPRINT**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such

modifications to this Agreement are not executed within sixty (60) days after the date of such notice, a Party may pursue its rights under Section 10.

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

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 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirements) 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 they 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) 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 provision to **SPRINT** 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**, **SPRINT** and any entity that currently or subsequently is owned or controlled by or under common ownership or control with **SPRINT**, **SPRINT** 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 **SPRINT** Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to **SPRINT** and any such **SPRINT** Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or **SPRINT** or any such **SPRINT** 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 **SPRINT** Affiliate and **SBC-13STATE** until the expiration of such other agreement. Further, and notwithstanding anything herein to the contrary, the Parties agree that this section shall not refer to and this Agreement shall not be binding on **SPRINT** PCS, a CMRS provider, or any **SPRINT** affiliate that is an Incumbent Local Exchange Carrier as defined in the Act.

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. **SBC-13STATE** agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325

through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

4. GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.6 through 4.6.3 of this Agreement.

4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

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

4.6.7.1 The Party desiring to satisfy its Worker's 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 Worker's Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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

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

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

4.7 Upon **SPRINT** signature of this Agreement, **SPRINT** shall provide **SBC-13STATE** with **SPRINT**'s state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

4.8 In the event that **SPRINT** 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"), **SPRINT** shall submit written notice to **SBC-13STATE** within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **SBC-13STATE** for the costs to be incurred by **SBC-13STATE** to make the CLEC change to the applicable **SBC-13STATE** databases, systems, records and/or recording announcement(s) for **SPRINT** branded/repair calls. In addition, **SPRINT** shall compensate **SBC-13STATE** for any service order charges and/or service request charges associated with such CLEC Change. **SBC-13STATE**'s agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to **SPRINT** for such CLEC Change.

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

4.9.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

4.9.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users

change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.2 The following applies to **AM-IN** only

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

4.9.3 The following applies to **AM-MI** only:

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

4.9.4 The following applies to **AM-OH** only:

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

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

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

5. EFFECTIVE DATE

5.1 The Effective Date of this Agreement shall be the date this Agreement is deemed approved under Section 252(e)(4) of the Act or, if this is not a successor Agreement between these Parties in the applicable State or if **SBC-13STATE** is not providing CLEC services under it's preexisting Agreement with **SBC-13STATE**, then ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act. Provided however, **SBC-13STATE** shall have a reasonable time to implement new services, UNEs or load new rates.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 30, 2004 (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 Termination for Reasons Other than Default

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

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

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

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

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, **SPRINT** shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if **SPRINT** wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. **SPRINT** shall identify the action to be taken on each applicable (13) state(s). If **SPRINT** wishes to pursue a successor agreement with **SBC-13STATE**, **SPRINT** 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 **SPRINT**'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 **SPRINT**'s Section 252(a)(1) request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

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), **SPRINT** withdraws its Section 252(a)(1) request, **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT**'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 **SPRINT** 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 **SPRINT** provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following **SPRINT** 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 **SPRINT** shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that **SPRINT** 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-AMERITECH**, **SBC-SWBT**, **PACIFIC**, **SNET** will provide notification messages to **SPRINT** on suspected occurrences of ABS-related fraud on **SPRINT**

accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH**, **SBC-SWBT** and **SNET** will provide via fax.

6.4.1 **SBC-SWBT** (on behalf of itself and **SNET**) and **PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for **SPRINT** using the same criteria **SBC-SWBT** and **PACIFIC** use to monitor fraud on their respective accounts.

6.4.2 **SPRINT** understands that Sleuth alerts only identify potential occurrences of fraud. **SPRINT** understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. **SPRINT** understands and agrees that it will also need to determine what, if any, action **SPRINT** 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 **SPRINT**, **SPRINT** may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. **SPRINT** may request up to three reports per alert.

6.4.5 In instances where **SBC-13STATE** is administering **SPRINT**'s accounts stored in **SBC-13STATE**'s LIDB, upon notification (either by service order or by fax) by **SPRINT**, **SBC-13STATE** will promptly modify the LIDB query response consistent with **SPRINT**'s request.

6.5 In **SBC-SWBT** and **PACIFIC** ABS-related alerts are provided to **SPRINT** at no additional charge, except as related in 6.5.1 below.

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

6.6 Traffic Alert Referral Service ("TARS") 1+ IntraLATA Toll Fraud Monitoring.

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

6.6.2 TARS is offered in **PACIFIC** only.

7. DEPOSITS (SBC-12STATE)

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. A **SPRINT** furnished both Resale Services and Network Elements in one (1) state under this Agreement shall

make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If **SPRINT** has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC (that is, **AMERITECH**, **NEVADA**, **PACIFIC**, **SNET** and **SWBT**) where **SPRINT** is doing or has done business as a local service provider, **SPRINT** shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state under this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for **NEVADA**, **PACIFIC** and **SWBT**, if immediately prior to the Effective Date, **SPRINT** was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of $17,000; or

7.2.2 for **NEVADA**, **PACIFIC** and **SWBT**, if immediately prior to the Effective Date, **SPRINT** was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for **SBC-AMERITECH**, subject to external credit check verification and/or financial statement review, **SBC-AMERITECH** may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If **SPRINT** has established a minimum of twelve (12) consecutive months good credit history with all ILEC Affiliates of SBC.(that is, **AMERITECH**, **NEVADA**, **PACIFIC**, **SNET** and **SWBT**) with which **SPRINT** is doing or has done business as a Local Service Provider, **SBC-12STATE** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term . In determining whether **SPRINT** has established a minimum of twelve (12) consecutive months good credit history with each SBC owned ILEC with which **SPRINT** is doing or has done business, **SPRINT**'s payment record with each SBC owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3 Any cash deposit for one state shall be held by **SBC-12STATE** as a guarantee of payment of charges billed to **SPRINT**, provided, however, **SBC-12STATE** may exercise its right to credit any cash deposit to **SPRINT**'s account upon the occurrence of any one of the following events:

7.3.1 when **SBC-12STATE** sends **SPRINT** the second delinquency notification for that state during the most recent twelve (12) months; or

7.3.2 when **SBC-12STATE** suspends **SPRINT**'s ability to process orders in accordance with Section 9.6.1.1; or

7.3.3 when **SPRINT** files for protection under the bankruptcy laws; or

7.3.4 when an involuntary petition in bankruptcy is filed against **SPRINT** and is not dismissed within sixty (60) days; or

7.3.5 when this Agreement expires or terminates; or

7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to **SPRINT**'s account so long as **SPRINT** has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to **SPRINT**'s account at the time that the cash deposit is credited to **SPRINT**'s account.

7.4 So long as **SPRINT** maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If **SPRINT** fails to maintain timely compliance with its payment obligations, **SBC–12STATE** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

7.5 If during the first six (6) months of operations in a state under this Agreement, **SPRINT** has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon **SPRINT**'s actual billing totals and shall be increased if **SPRINT**'s actual billing average:

7.5.1 for **NEVADA**, **PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or

7.5.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

7.6 Throughout the Term, any time **SPRINT** has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon **SPRINT**'s actual billing totals and shall be increased if **SPRINT**'s actual billing average:

7.6.1 or **NEVADA**, **PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or

7.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to **SPRINT** for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of **SPRINT**'s CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network Elements within that state shall be used to calculate **SPRINT**'s monthly average.

7.7.1 In **SBC-7STATE** only, after calculating the amount equal to the average billing to **SPRINT** for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of **SPRINT**'s then-existing End-Users of Resale Services to **SBC-7STATE** in the event of **SPRINT**'s disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, **SPRINT** shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If **SPRINT** fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If **SPRINT** continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.

7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.10 The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve **SPRINT** from timely compliance with its payment obligations under this Agreement.

7.11 For Deposit requirements for **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, 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-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) days of each bill date (the "Bill Due Date") and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

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

8.1.5 If **SPRINT** fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from **SPRINT** after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall 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 Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear 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 intrastate access services tariff 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 any **SBC-8STATE** billing system other than SBC **SWBT**'s CRIS shall 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-SWBT**'s CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following Bill Due Date until paid.

The interest rate applied to CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable intrastate retail Commission-approved tariff governing Late Payment Charges to 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 **SWBT**'s CRIS shall be governed by the **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'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-AMERITECH** billing system is Past Due, the unpaid amounts shall 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 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 shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE**'s intrastate access services tariff in 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 **SPRINT** 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. **SPRINT** shall use the CCD+ or the CTX transaction set. **SPRINT** and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by **SPRINT** or Third Parties, including **SPRINT**'s financial institution. **SPRINT** is responsible for its own banking fees.

8.3.1 **SPRINT** shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the CT-DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**.

If **SPRINT** makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If **SPRINT** makes payment through funds transfer via the ACH network, **SPRINT** shall use the CCD+ or the CTX transaction set. **SPRINT** and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by **SPRINT** or Third Parties, including **SPRINT**'s financial institution. **SPRINT** is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the "Billing Party") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree 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 subjected to 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 shall be disbursed to the Parties in the same proportion as the principal; and

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

8.4.4.5.1 authorized in writing by both the 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 shall be subject to Late Payment Charges as set forth in Section 8.1.

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 for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

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

8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

8.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

8.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.

8.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.

8.9 If either Party request 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-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

8.9.2 Bill provided to **SPRINT** from **SBC-SWBT**'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-13 STATE** will provide **SPRINT** a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall 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 **SPRINT** 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-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the DUF, **SPRINT** must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**,

SNET and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.10.3 Call detail for LEC-carried calls that are alternately billed to **SPRINT** End Users lines provided by **SBC-AMERITECH**, **SBC-SWBT** and **SNET** through Resale or Network Elements will be forwarded to **SPRINT** as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC carried calls that are alternatively billed to **SPRINT** End User lines provided by **PACIFIC** or **NEVADA** through resale or Network Elements will be forwarded to **SPRINT** as rated call detail on the DUF.

8.10.4 **SBC-SWBT** shall bill **SPRINT** for Usage Extract furnished by **SBC-SWBT** 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 **SPRINT**. 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-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

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

8.11 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, **SBC-13STATE** will be responsible and accountable for transmitting to **SPRINT** an accurate and current bill.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

9.1.1 If a Party is furnished 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 may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including 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 shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.2.1 With respect to Resale Services and Network Elements, **SBC-13STATE** will notify **SPRINT** of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that **SPRINT** must remit payment within fourteen (14) calendar days following receipt of **SBC-13STATE**'s notice.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar 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 immediately pay to the Billing Party all undisputed Unpaid Charges; and

9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.

9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.

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-AMERITECH** only

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon 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 failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

9.5.2.1 shall 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 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE** only

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify **SPRINT** and the Commission in writing that unless all Unpaid Charges are paid within sixteen (16) calendar days following **SPRINT**'s receipt of such notice, the Resale Services furnished to **SPRINT** under this Agreement for which Unpaid

Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of **SPRINT**'s End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from **SPRINT** for any Resale Service or Network Element that could be furnished under this Agreement.

9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, **SPRINT** shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to **SPRINT**'s failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise **SPRINT**'s End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the End User fail to select a new Local Service Provider in the interim.

9.6.3 If any Unpaid Charges for Resale Services furnished to **SPRINT** under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

9.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly 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 shall receive the same services provided through **SPRINT** 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.

9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from **SPRINT** to **SBC-7STATE** as specified in this Section 9.6 shall be billed to **SPRINT**.

9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred End Users that because of **SPRINT**'s failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

9.6.5 Within twenty (20) calendar days of transfer, SWBT-KS shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of **SPRINT**'s failure to pay SWBT-KS, their local service is now being provided by SWBT-KS. SWBT-KS shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.6.

9.6.7 **SBC-7STATE** may discontinue service to **SPRINT** as provided in Section 9.6.3 and shall have no liability to **SPRINT** or **SPRINT**'s End Users in the event of such disconnection or any transfer of End Users to **SBC-7STATE** service in connection with such disconnection.

9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred 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 End Users under Applicable Law; provided, however,

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

9.6.9 Once the letter required by Section 9.6.1 has been sent to **SPRINT**, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from **SPRINT** until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 **SPRINT** has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET** only

9.7.1 For nonpayment and procedures for disconnection for **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-AMERITECH**), LSC (**SBC-7STATE**) or LEC-C (**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 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 **SPRINT** 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-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (LSC); for resolution. In order to resolve a billing dispute, **SPRINT** shall furnish **SBC-7STATE** and **SBC-AMERITECH**, 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 **SPRINT** disputes the billed amount. To be deemed a "dispute" under this Section 10.4, **SPRINT** 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 **SPRINT**'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-7STATE** and **SBC-AMERITECH**'s current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SPRINT** 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-7STATE** and **SBC-AMERITECH** will notify **SPRINT** 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 **SPRINT** furnishes all requisite information and evidence under Section

10.4.1), **SBC-7STATE and SBC-AMERITECH SBC-13STATE** will notify **SPRINT** of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by **SBC-7STATE and SBC-AMERITECH SBC-13STATE** to **SPRINT** pursuant to Section 10.3 shall furnish **SPRINT** 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 disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement (s) thirty (30) to ninety (90) calendar days. If not resolved within thirty (30) calendar days, **SPRINT** will **notify SBC-7STATE and SBC-AMERITECH 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 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.

10.6.3 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.

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

10.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to 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-SWBT**); Chicago, Illinois (**SBC-AMERITECH**), San Francisco, California (**PACIFIC**); Reno, Nevada (**NEVADA**), or **New Haven, Connecticut (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.

10.8 Other Recourse

10.8.1 Subject to Section 15 Performance Measurements and notwithstanding anything to the contrary in this Section 10, either Party may seek immediate remedies available to them at Law or Equity for any service outage, or material service-degrading dispute.

11. AUDITS – Applicable in SBC-12STATE only

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

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than ninety (90) days after the start of such audit, unless the Auditing Party gives thirty (30) days advanced written notice to the Audited Party of a request to extend the period of the audit for a specified

period of time and the reason for such request. The Audited Party shall not unreasonably withhold consent to such extension. Disputes over such extension requests shall be governed by the Dispute Resolution procedures of this Agreement.

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s), contractors, 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 CPNI of End Users of other than that of the Auditing Party, or Carrier Proprietary Information.

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 the creation thereof, unless a longer period is required by Applicable Law.

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

11.1.6 If any audit confirms any material process flaws that undermine the Audited Party's ability to adhere to or comply with the terms of this Agreement, the Audited Party shall promptly, at its expense, initiate action to rectify such

flaws, and shall provide documentation to the Auditing Party as to its intended actions. If either Party believes that the other Party is not acting in good faith, it may seek remedy through the Dispute Resolution provisions set forth in Section 10 above.

11.1.7 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.

11.1.8 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 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 **Audits - SNET only**

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

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

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to **SPRINT** 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 **SNET** by **SPRINT**, the underpayment shall be reflected in **SPRINT's** invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to **SPRINT** revealed by the audit for the time preceding the amount appearing on **SPRINT's** bill from **SNET,** however,

SNET shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and **SPRINT** shall pay interest for the number of days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **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, NEITHER **SBC-13STATE** NOR **SPRINT** ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY 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 **SPRINT** 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 Except for indemnity obligations or as otherwise provided in specific attachments under this Agreement, neither **SPRINT** 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 a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("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 such Claim made by the Indemnifying Party's End User.

13.5 **SBC-13STATE** shall not be liable for damages to a End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s **negligence** 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 **SPRINT** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in **SPRINT**'s End User listing information as provided by **SPRINT** to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in **SPRINT**'s End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

13.7 **SBC-13 STATE** shall not be liable to **SPRINT**, 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. It is **SBC-13STATE**'s position that it negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of 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 **negligence,** gross negligence or willful misconduct of the Indemnified Party.

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

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

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

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of:

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

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

14.4.1.2.3 no infringement would have occurred without such combined use or modification.

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

14.5 **SPRINT** 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 **SPRINT**'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.

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

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

14.5.4 To the extent not prohibited by a contract with the vendor of the network element sought by **SPRINT** that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to **SPRINT** 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 **SPRINT**'s request, contact the vendor to attempt to obtain permission to reveal additional contract details to **SPRINT**.

14.5.5 All costs associated with the extension of Intellectual Property rights to **SPRINT** 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 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**.

14.5.6 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning **SPRINT**'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 **SPRINT**'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.

14.6 **SPRINT** 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 **SPRINT**, its agents or subcontractors or **SPRINT**'s End User or resulting from **SPRINT**'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 **SPRINT** in prosecuting a claim against the person causing such damage. **SPRINT** 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 Measure 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 (a), (b) or (c) of this Section 17.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

1st NOTICE CONTACT	**SPRINT CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	Vice President State External Affairs	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6450 Sprint Parkway Mailstop KSOPHN0214-2A721	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Overland Park, KS 66251	Dallas, TX 75202-5398
TELEPHONE NUMBER	913-315-9176	214-464-1933
FACSIMILE NUMBER	913-315-9854	214-464-2006
2nd NOTICE CONTACT	**SPRINT CONTACT**	
NAME/TITLE	Paul D. Reed, Group Manager	
STREET ADDRESS	6450 Sprint Parkway KSOPHN0212-2A422	
CITY, STATE, ZIP CODE	Overland Park, KS 66251	
TELEPHONE NUMBER	913-315-9130	
FACSIMILE NUMBER	913-315-0752	

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

17.2 **SBC-8STATE** communicates official information to **SPRINT** via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

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

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

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

17.6 **SBC-SWBT** only:

17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to **SPRINT** for the submission of requests for Resale Services and Network Elements under this Agreement; **SPRINT** shall provide **SBC-SWBT** with a toll free facsimile

number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

17.7 **SBC-AMERITECH** only:

17.7.1 **SBC-AMERITECH** communicates official information to **SPRINT**'s via its TCNet 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.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market

data shall be deemed "Confidential" or "Proprietary" (collectively "Proprietary Information") if:

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

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

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

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

20.2 <u>Proprietary Information Shall be Held in Confidence</u>

20.2.1 Each Receiving Party agrees that:

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

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

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

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

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

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

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

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

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

reasonable efforts to determine whether such Third Party has any such obligation; or

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

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

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

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

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

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

20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party’s compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose

any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

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

20.6 Return of Proprietary Information

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

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

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

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

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

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

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

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of orders, rules and arbitration decisions by the Commissions, and/or orders and rules of the FCC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd, 119 S. Ct. 721 (1999) or Ameritech v. FCC, No 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement. Without

limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). 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 decisions and any remand thereof, including its rights under this Intervening Law paragraph.

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 and/or State 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.

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 (as detailed in Section of Appendix UNE) 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. If **SBC-13STATE**, at the request of **SPRINT**, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge **SPRINT** an investigation fee as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "Slamming Investigation Fee."

24.2 Applies to **SNET** only

24.2.1 The Parties agree that neither Party will 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. **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 **SPRINT** 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 **SNET** and **SPRINT** 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 **SPRINT** 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 **SPRINT** may assign or transfer this Agreement with notice, but without the prior written consent of **SBC-13 STATE**, to any entity that is certified as a Competitive Local Exchange Carrier by Commission or is otherwise authorized by the Commission to provide local exchange services or 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 Transferee's 's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement.

29.2 SBC 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 **SPRINT**, provided that **SBC-13 STATE** may assign or transfer this Agreement with notice, but without the prior consent of **SPRINT**, to any entity provided that **SBC-13 STATE** and such assignee or transferee provide **SPRINT** in advance or any such assignment or transfer, a written warranty that such entity is and shall, for the remainder of the term of this Agreement, be a successor or assign of

SBC-13 STATE pursuant to § 252(h)(ii) of the ACT, subject to all the same §§ 251 and 252 obligations as **SBC-13 STATE** is.

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 **SPRINT** not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, **SPRINT** 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 **SPRINT** must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

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

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

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

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

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

32.2 **SPRINT** will in no event be liable to **SBC-13STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that **SPRINT** did not introduce to the affected work location. **SBC-13STATE** will indemnify, defend (at **SPRINT**'s request) and hold **SPRINT** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.2.1 Any Environmental Hazard that **SBC-13STATE**, its contractors or agents introduce to the work locations, or

32.2.2 The presence or Release of any Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law.

32.3 **SBC-13STATE** will in no event be liable to **SPRINT** for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **SBC-13STATE** did not introduce to the affected work location. **SPRINT** will indemnify, defend (at **SBC-13STATE**'s request) and hold **SBC-13STATE** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.3.1 any Environmental Hazard that **SPRINT**, its contractors or agents introduce to the work location, or

32.3.2 the presence or Release of any Environmental Hazard for which **SPRINT** is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) 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. In the event of a Force Majeure event the affected Party shall perform it's obligations hereunder at a performance level no less than that which it uses for it's own operations. Notwithstanding the foregoing, **SBC-13 STATE** shall not rely of this section to forego providing service hereunder to **SPRINT** to the extent **SBC-13 STATE** continues to provide Telecommunications Services to **SBC-13STGATE** end users and in the event of such performance delay or failure by **SBC-13STATE**, **SBC-13STATE** agrees, subject to any specific resumption of service obligations set forth in this Agreement or established by applicable law or regulation, to resume performance hereunder in a nondiscriminatory manner and to not favor it's own provision of Telecommunications Services to it's own similarly situated end users above that of providing services hereunder to **SPRINT** provided however, **SPRINT** acknowledges that **SBC-13STATE** has restoral prioritization procedures which it follows with any outage and will continue to follow upon occurrence of any Force Majeure event.

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale

Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.

34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax; or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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

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

34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or

impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

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

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

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

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

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

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

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

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

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

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party’s End Users.

Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with 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 of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's 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 such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

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

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

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

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

39. CUSTOMER INQUIRIES

39.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

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

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

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

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

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

40. EXPENSES

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

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

43. SCOPE OF AGREEMENT

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

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

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.

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

45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions, **SBC-13STATE** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any **SBC-AMERITECH** State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C., 252(a)(1), by **SBC-13STATE** (that at all times during the interconnection agreement negotiations was an SBC owned ILEC) and (2) has been made under an agreement to which **SBC-13STATE** is a party.

45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one SBC owned ILEC state to another SBC owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when **SPRINT** exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar

days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. APPENDICES INCORPORATED BY REFERENCE

46.1 ACCESS TO RIGHTS OF WAY—SECTION 251(b)(4)

46.1.1 **SBC-13STATE** shall provide to **SPRINT** access to Poles, Conduits and Rights of Way pursuant to the applicable Appendix Structure Access, which is/are attached hereto and incorporated herein by reference.

46.2 COLLOCATION—SECTION 251(c)(6)

46.2.1 Subject to the provisions hereof, **SBC-13STATE** shall provide **SPRINT** physical collocation in Illinois pursuant to **SBC-13STATE**'s intrastate physical collocation tariff. With respect to any physical collocation arrangements that were purchased by **SPRINT** from **SBC-13STATE** via Applications submitted by **SPRINT** to **SBC-13STATE** prior to the Effective Date of this Agreement ("Pre-Existing Arrangements"), the terms and conditions of such **SBC-13STATE** physical collocation tariff shall apply as of the Effective Date of this Agreement, except that such arrangements shall continue to be subject to the nonrecurring and recurring rates set forth in the prior interconnection agreement between the Parties. In the event **SPRINT** elects to convert the Pre-existing Arrangements to the rates in **SBC-13STATE**'s applicable physical collocation intrastate tariff, **SPRINT** shall pay **SBC-13STATE**'s actual cost to convert such arrangements including, but not limited to, the following: 1) a NRC reflecting the actual cost to perform a billing table update of the new rates, 2) a one-time charge to recover any differences between the NRCs and MRCs of the original collocation ordering/provisioning method to NRCs/MRCs of the other method, if applicable, 3) the applicable Ameritech-Illinois project management fee to coordinate and manage the transition. The performance measures and remedies applicable to initial collocation installations shall not apply to the transition work described in this Section.

46.3 DATABASE ACCESS

46.3.1 **SBC-13STATE** shall provide to **SPRINT** 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.

46.4 DIALING PARITY—SECTION 251(b)(3)

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

46.4.2 **SBC-12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

46.5.1 **SBC-13STATE** shall provide to **SPRINT** 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.

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

46.6.1 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.

46.7 OTHER SERVICES

46.7.1. 911 and E911 Services

46.7.1.1 **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.

46.7.2 Directory Assistance (DA)

46.7.2.1 **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.

46.7.3 Operator Services (OS)

46.7.3.1 **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.

46.7.4 Signaling System 7 Interconnection

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

46.7.5 Publishing and Directory

46.7.5.1 **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.

46.8 RESALE SECTIONS 251(b)(1)

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

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

46.9.1 **SBC-13STATE** shall provide to **SPRINT** 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.

46.10 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).

46.10.1 The applicable Appendix Reciprocal 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

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

46.11.1 Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, **SBC-13STATE** will provide **SPRINT**

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. **SPRINT** 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.

46.12 INW
46.13 PRICES
46.14 NIM
46.15 NUMBERING
46.16 PERFORMANCE MEASURES
46.17 CUSTOMER USAGE DATA
46.18 RECIPROCAL COMPENSATION
46.19 xDSL
46.20 800
46.21 BFR
46.22 LIDB SVC
46.23 LIDB-AS
46.24 OSS
46.25 BILLING, COLLECTING AND REMITTING
46.26 DAL
46.27 DIRECT
46.28 FEATURE GROUP A
46.29 RECORDING – FACILITIES BASED

47. AUTHORITY

47.1 Each of the SBC owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. 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.

47.2 **SPRINT** represents and warrants that it is a Limited Partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. **SPRINT** 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.

47.3 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.

48. COUNTERPARTS

48.1 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.

49. ENTIRE AGREEMENT

49.1 **SBC-12STATE**

49.1.1 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.

49.2 **SNET**

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

SBC-13STATE Agreement
Signatures

Sprint Communications Company, L.P.	**Indiana Bell Telephone Company Incorporated Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, by SBC Telecommunications, Inc., its authorized agent**
Signature:_____	Signature:_____
Name:_____ (Print or Type)	Name:_____
Title:_____ (Print or Type)	Title: President - Industry Markets
Date:_____	Date:_____

AECN/OCN# 8712
(Facility Based – if applicable)

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 **SPRINT**.

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 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DESCRIPTION

2.1 **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.

EXCEPTION to 2.1 is as follows: **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 **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

2.2 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.

2.3 Access to the Toll Free Calling Database allows **SPRINT** 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).

2.4 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.

2.5 There are optional features available with 800 service:

2.5.1 Designated 10-Digit Translation;

2.5.2 Call Validation; and

2.5.3 Call Handling and Destination.

2.6 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.

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

2.7.1 Time of Day

2.7.2 Day of Week

2.7.3 Day of Year

2.7.4 Allocation of Traffic by Percentage

2.7.5 NPA-NXX-XXXX

2.8 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.

2.9 In **SBC-SWBT, t**he Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

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 **SPRINT** shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. **SPRINT**'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. **SPRINT** 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 **SPRINT** 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. **SPRINT** 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 **SPRINT** any instances where overload controls are invoked due to **SPRINT**'s CCS/SS7 network. Any network management controls found necessary to protect Toll Free Calling Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible. Additionally, **SPRINT** 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 **SPRINT** switch of the gap length (how long **SPRINT**'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, including **SBC-12STATE**'s own retail operation. **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, **SPRINT** shall provide an initial forecast of busy hour query volumes. **SPRINT** shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever **SPRINT** anticipates a change to existing forecasts. **SPRINT** 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. If **SPRINT** disputes the determination, it may resort to the Dispute Resolution provisions of the General Terms and Conditions.

3.8 **SPRINT** 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-AMERITECH** AM-TR-OAT-000069

3.10 **SPRINT** shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither **SPRINT** nor carrier customers of **SPRINT**, if **SPRINT** 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 **SPRINT** acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, **SPRINT** 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. **SPRINT** shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 **SPRINT** 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 **SPRINT**'s activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. **SPRINT** agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by **SPRINT** 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 the appropriate local service center to:

4. RATE REGULATIONS

4.1 **SPRINT** shall pay a Local Service Order Request Charge for each **SPRINT** 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 **SPRINT** 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 **SPRINT** shall pay a nonrecurring charge when **SPRINT** 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 **SPRINT** allowing other telecommunications providers to use **SPRINT**'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-AMERITECH**).

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-AMERITECH**).

4.5 **SPRINT** 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 **SPRINT**.

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 as provided in Section 2.9 of the General Terms and Conditions.

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		R-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

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 database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.

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-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 According (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-13STATE** 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 **SPRINT** access to **SBC-13STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to **SPRINT's** End User. This service shall allow **SPRINT** 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-13STATE** will provide **SPRINT** nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, **SPRINT** may receive Direct Access from **SBC-13STATE**'s host switches via a **SPRINT** 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 **SPRINT** switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-13STATE

4.1 **SBC-13STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to **SPRINT** for all **SBC-13STATE** listings.

4.2 **SBC-13STATE** shall provide DA listings to **SPRINT** from its current DA records and in accordance with **SBC-13STATE**'s methods, practices, and procedures.

4.3 **SBC-13STATE** shall provide **SPRINT** access to the same listing information that is available to its own operators.

4.4 **SBC-13STATE** shall maintain the same level of system performance for **SPRINT** as it provides to itself.

5. RESPONSIBILITIES OF SPRINT

5.1 **SPRINT** shall submit requests for Direct Access in writing to **SBC-13STATE**. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.

5.2 When **SPRINT** utilizes a switch other than those specified in TR-BX.25, **SPRINT** must obtain CPDL/D1 certification of their switch from NORTEL. **SPRINT** 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 **SPRINT** will be responsible for Engineering, Furnish and Installation charges.

5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 **SPRINT** providing the circuit between **SPRINT's** office and **SBC-13STATE**'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 **SPRINT.**

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-13STATE**, and **SPRINT**

will reimburse **SBC-13STATE** 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. **SPRINT** 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 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-13STATE** shall bill through the appropriate **SBC-13STATE** regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 **SPRINT** 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-13STATE**. **SPRINT** shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall **SPRINT** 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 **SPRINT's** request, and pursuant to the terms and conditions herein, **SBC-13STATE** will set rates and other appropriate criteria for provision of Direct Access to **SPRINT** pursuant to the BFR process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 **SPRINT** shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time **SPRINT** orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 **SPRINT** shall pay a monthly recurring charge for Direct Access Database Service that provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, **SPRINT** shall pay a Direct Access Per Search charge for each **SPRINT** subscriber listing search queried from **SBC-13STATE**'s listing database.

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 as provided in Section 2.9 of General Terms and Conditions.

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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 **SPRINT** provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

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-13STATE** agrees to provide **SPRINT** with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to **SPRINT**'s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212, or any subsequent modified dialing code.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)
A service in which a local or an intraLATA call to the requested number is completed on behalf of **SPRINT**'s End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 SBC10-STATE/PACIFIC- A service in which listed telephone information (address and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to SPRINT End Users.

2.1.3.2 NEVADA/SNET- NDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "**Call Branding" -**The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 "**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.

3.1.3 "**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.

3.1.4 "**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 Where technically feasible and/or available, **SBC-13STATE** will brand DA in **SPRINT**'s name based upon the criteria outlined below:

4.1.1 Where **SBC-12STATE** provides **SPRINT** 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 **SPRINT**, the calls will be branded.

4.1.1.1. SNET – Where SNET provides Operator Services (OS) and DA services on behalf of **SPRINT**, **SPRINT** must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of **SPRINT**, **SPRINT'**s calls will be branded.

4.1.2 **SPRINT's** name used in branding calls may be subject to Commission regulations and should match the name in which **SPRINT** is certified.

4.1.3 **SBC-SWBT/SNET/SBC-AMERITECH** - **SPRINT** will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create **SPRINT** specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 **SPRINT** purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining **SPRINT**'s End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. **SPRINT**'s failure to properly administer customer records in LIDB may result in branding errors.

4.1.5 Multiple Brands:

4.1.5.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based **SPRINT** if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.

4.1.6 Branding Load Charges:

4.1.6.1 **SBC-SWBT -** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** 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-SWBT** on behalf of **SPRINT** when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.6.2 **PACIFIC/NEVADA –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.6.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.6.4 **SBC-AMERITECH –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of **SPRINT** specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of **SPRINT** 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. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide **SPRINT** DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 **SPRINT** will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 **SPRINT** 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. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either **SPRINT**'s DA Services Rate or Reference Information.

5.1.4 When an **SBC-13STATE** Operator receives a rate request from a **SPRINT** End User, **SBC-13STATE** will quote the applicable DA rates as provided by **SPRINT**.

6. RESPONSIBILITIES OF THE PARTIES

6.1 **SPRINT** agrees that due to customer quality and work force schedule issues, **SBC-13STATE** will be the sole provider of DA Services for **SPRINT**'s local serving area(s).

6.2 **SPRINT** 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 **SPRINT** seek to obtain interexchange DA Service from **SBC-13STATE**, **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** agrees that **SBC-13STATE** may utilize **SPRINT**'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 **SPRINT** further agrees that **SBC-13STATE** can release **SPRINT**'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 **SPRINT**'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 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Agreement , **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to **SPRINT**.

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 **SPRINT** such data as necessary for **SPRINT** 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 **SPRINT** 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. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of this Agreement.

11.2 If **SPRINT** terminates this Appendix within the first twelve (12) months of the term of this Agreement, prior to the expiration of the term of this Appendix, **SPRINT** shall pay SWBT, 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 as provided in Section 2.9 of the General Terms and Conditions.

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 the Parties agree to license its subscriber listing information applicable to the SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

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-13STATE** agrees to provide **SPRINT** 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-SWBT**, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in **SBC-AMERITECH** (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 User 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 **SPRINT** End Users.

2.1.4 To the extent that SBC-13STATE is authorized by the owner of the listing information or is otherwise authorized by the applicable Law, Order, or Regulation to provide such other ILEC and **SPRINT** DA listing information to **SPRINT**, it will do so.

2.2 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.2.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.

2.2.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.

2.2.3 **SBC-13STATE** shall provide directory assistance listing information to **SPRINT** via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to **SPRINT** the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.3 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

2.3.1 **SPRINT** may use the local directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to **SPRINT**'s End Users residing in Licensor's service area.

2.3.2 Upon termination of the Agreement, **SPRINT** 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.

2.3.3 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 **SPRINT**'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, **SPRINT** may verify the listing by matching the caller-provided address with the address in **SPRINT**'s data. **SPRINT**'s data may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. **SPRINT** can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listing information shall remain the property of **SBC-13STATE**. **SPRINT** shall not sublicense, assign, sell or transfer the directory assistance listing information licensed hereunder, nor shall **SPRINT** authorize any other company or any person to use the directory assistance listing information for any other purpose. **SPRINT** shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by **SPRINT**, its agents, employees or others.

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 **SPRINT** 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 **SPRINT**. **SPRINT** 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 **SPRINT** 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 Except for instances of gross negligence or willful misconduct of SBC-13STATE, SPRINT 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's 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.

SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT 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 SPRINT, in which event SPRINT 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. SPRINT 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 months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of this Agreement.

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 as provided in Section 2.9 of General Terms and Conditions.

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

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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 **SPRINT**.

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-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 **SPRINT**'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 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 **SPRINT** as described this section in a particular Rate Center in which **SPRINT** 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 transport 911 calls from each **SPRINT** point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

3.2.2 **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.

3.2.3 **SBC-13STATE** will forward the calling party number (ANI) it receives from **SPRINT** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **SPRINT**, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the **SPRINT**, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this "No Record Found" condition to **SPRINT** 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 **SPRINT**, as specified in the local state tariff. Additionally, when diverse facilities are requested by **SPRINT**, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by **SPRINT**, **SBC-13STATE** shall, in a timely fashion, provide **SPRINT** 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.

3.3.3.1 In **SBC-AMERITECH**, **SBC-AMERITECH** will provide **SPRINT** the boundaries of **SBC-AMERITECH** rate centers/exchanges, the E911 SR that services the specific **SBC-AMERITECH** rate centers, and the Defaut PSAPs associated with each rate center for the purpose of ordering and testing 911 trunks.

3.3.2.2 In **SBC-SWBT**, **SBC-SWBT** will provide **SPRINT** the **SBC-SWBT** E911 SR that services the specific rate centers, the PSAPs associate with each rate center serviced by the **SBC-SWBT** SR, and the E911 Authority associated with the PSAPs identified, for the purpose of ordering and testing 911 trunks.

3.3.2.3 In **SBC-2STATE**, **SBC-2STATE** will provide **SPRINT** **SBC-2STATE**'s rate center boundaries and **SBC-2STATE**'s E911 SR that services the specified rate centers for the purpose of ordering and testing 911 trunks.

3.3.4 **SBC-13STATE** and **SPRINT** will cooperate to promptly test all trunks and facilities between **SPRINT**'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 **SPRINT**'s End User 911 Records [that is, the name, address, and associated telephone number(s) for each of **SPRINT**'s End Users served by **SPRINT**'s exchange(s)] in the electronic data processing database for the E911 DBMS. **SPRINT** 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 **SPRINT** 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 **SPRINT**'s End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide **SPRINT** 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 **SPRINT.**

3.4.5 **SBC-13STATE** shall provide **SPRINT** with a file containing the Master Street Address Guide (MSAG) for **SPRINT**'s respective exchanges or

communities. The MSAG will be provided on a routine basis but only for those areas where **SPRINT** 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.

3.4.7 **SBC-13STATE** shall notify **SPRINT** of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

4. SPRINT RESPONSIBILITIES

4.1 Call Routing

4.1.1 **SPRINT** 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 **SPRINT** 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 **SPRINT** shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **SPRINT** is authorized to and will provide telephone exchange service.

4.2.2 **SPRINT** acknowledges that its End Users in a single local calling scope may be served by different SRs and **SPRINT** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 **SPRINT** 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-AMERITECH** only, **SPRINT** 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 **SPRINT** shall maintain transport capacity sufficient to route traffic over trunks between the **SPRINT** switch and the **SBC-13STATE** SR.

4.2.6 **SPRINT** shall provide sufficient trunking and facilities to route **SPRINT**'s originating 911 calls to the designated **SBC-13STATE** 911 SR. **SPRINT** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 **SPRINT** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8 **SPRINT** 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 **SPRINT** shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If **SPRINT**'s traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, **SPRINT** shall request additional circuits from **SBC-13STATE**.

4.2.10 **SPRINT** will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between **SPRINT**'s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. **SPRINT** agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between **SPRINT**'s End Office and all appropriate SR, **SPRINT** or its representatives shall be responsible for providing **SPRINT** 's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and **SPRINT** shall arrange for the automated input and periodic updating of **SPRINT** 's End User 911 Records.

4.3.2 **SPRINT** or its agent shall provide initial and ongoing updates of **SPRINT**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 **SPRINT** shall adopt use of a Company ID on all **SPRINT** 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 **SPRINT** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, **SPRINT** is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

4.3.5 **SPRINT** shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by **SPRINT** or its third-party agent.

4.3.6 **SPRINT** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 **SPRINT** 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 **SPRINT** 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).

5.2 **SPRINT** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to **SPRINT**'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). **SPRINT** 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 **SPRINT** 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.

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 **SPRINT**. These specifications shall be documented in Exhibit I, **SPRINT** Serving Area Description and E911 Interconnection Details. **SPRINT** 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 **SPRINT** not later than thirty (30) days prior to the passing of live traffic. Notwithstanding the delayed assignment of NXX's to SPRINT, this shall not preclude SPRINT from submitting the Exhibit 1 form to SBC-SWBT to complete its portion of Exhibit 1.

7.3 **SPRINT** 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 **SPRINT**'s End Users are located **SPRINT** shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of **SPRINT**'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 **SPRINT** into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. **SPRINT** 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 **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2, 7.3 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 **SPRINT**, 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 **SPRINT** until service is restored.

9.2 **SPRINT**'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 **SPRINT** provides E911 Service to **SBC-13STATE**, **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT**'s End Users' use of the E911 Service, whether suffered, made, instituted or asserted by **SPRINT**, 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 **SPRINT**, 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 **SPRINT** 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 but 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 negligence, gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

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 as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which SPRINT and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

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 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The definitions from the General Terms and Conditions are legitimately related to this Appendix.

2. DEFINITIONS

2.1 **"Subscriber Access Lines"** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **"Feature Group A (FGA) Switched Access Service"** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).

2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOU) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is

assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.

7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

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 as provided in Section 2.9 of General Terms and Conditions.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company	
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE	NPA-NXX

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

APPENDIX MERGER CONDITIONS

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1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company[1], and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

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[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

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. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately $3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-**

13STATE Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE** 's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 Effective November 11, 2001, this discount is no longer available in **SBC-12STATE** (Pacific Bell, Nevada Bell, Southwestern Bell, and Ameritech).

6.2 **SNET** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

6.3 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SNET's** provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SNET** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SNET** then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SNET** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms 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.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 **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 at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE** '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-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, 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 terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms 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.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 **SBC-13STATE** will provide CLEC promotional resale discounts 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 at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **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 a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the

Agreement, the applicable tariff. Where there are no terms 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.

9. PROMOTIONAL UNE PLATFORM

9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service 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.

9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 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.

13. SUSPENSION OF CONDITIONS

13.1 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 provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or 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 or 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.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides 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). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the "Eligibility Certificate") is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

1.1 If the Parties mutually agree to jointly provide FX Service during the term of this Agreement, the Parties will negotiate in good faith an amendment to the Agreement to address the terms and conditions for such joint offering.

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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 **SPRINT**.

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 This Appendix provides descriptions of the trunking requirements between **SPRINT** and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of **SPRINT**. 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.

1.4 Local trunk groups may only be used to transport traffic between the parties End Users.

1.5 Transit traffic is originated by or terminated to the **SPRINT** End User from or to other networks and not to **SBC-13STATE** End Users.

1.6 **"Network Interconnection Methods"** (NIM) which designates facilities as established by the Parties are contained in Appendix NIM.

2. ONE-WAY AND TWO-WAY TRUNK GROUPS

2.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a **SPRINT** Tandem or End Office switch and an **SBC-13STATE** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. **SPRINT** will have administrative control of one-way trunk groups from **SPRINT** to **SBC-13STATE** (**SPRINT** originating).

2.2 Two-way trunk groups for local, IntraLATA and InterLATA can be established between a **SPRINT** 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. Two-way trunking will be jointly provisioned and maintained. For administrative consistency **SPRINT** 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 7.3.1 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.

2.2.1 **SBC-13STATE** shall not impose any restrictions on **SPRINT**'s ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. To the extent SBC does not currently combine its own InterLATA Toll, IntraLATA Toll, and/or Local Traffic, this should in no way inhibit **SPRINT**'s ability to combine such traffic.

2.2.1.1 **SPRINT** intends to measure and accurately identify InterLATA, IntraLATA and Local traffic on the combined trunk group.

2.2.1.2 When **SPRINT** is not able to measure traffic, the Parties will make a best effort to apportion the traffic among the various jurisdictions, or, in the alternative, **SPRINT** shall provide a percentage of jurisdictional use factors that will be used to apportion traffic.

2.2.1.3 **SBC-13STATE** may audit the development of **SPRINT**'s actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions of the General Terms and Conditions of this Agreement.

2.2.1.4 In instances where **SPRINT** combines traffic as set forth in this Section 2.2, it shall not be precluded by **SBC-13STATE** in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, **SPRINT** will preserve the compensation scheme for each jurisdiction of traffic that is combined. **SPRINT**'s failure to preserve this scheme and compensate **SBC-13STATE** accordingly would constitute a violation of this Agreement.

2.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in the **SBC-AMERITECH** and **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.

2.4 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.

2.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties 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 **SPRINT** participation and agreement.

3. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

3.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** 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 (OPS/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.

3.2 When Tandem trunks are deployed, **SPRINT** 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 **SPRINT** switches on the trunk groups defined below.

3.2.1 When transit traffic through the **SBC-13STATE** Tandem from **SPRINT** to another Local Exchange Carrier, **SPRINT** or wireless carrier requires 24 or more trunks **SPRINT** shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, **SPRINT** or wireless carrier, unless the Parties agree otherwise. **SPRINT** shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 6.

3.3 While the Parties agree that it is the responsibility of **SPRINT** to enter into arrangements with each third party carrier (ILECs 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 interim 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 **SPRINT** and (ii) the date transit traffic volumes exchanged by **SPRINT** and third-party carrier exceed the volumes specified in Section 3.2.1, **SBC-13STATE** will provide **SPRINT** with transit service. **SPRINT** agrees to use reasonable efforts to

enter into agreements with third-party carriers as soon as possible after the Effective Date.

3.4 Direct End Office trunks terminate traffic from a **SPRINT** 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 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.

3.5All traffic received by **SBC-13STATE** on the direct End Office trunk group from **SPRINT** 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.

3.6 Trunk Configuration

3.6.1 Trunk Configuration – **SBC-SWBT**, **SBC-AMERITECH** and **SNET**

3.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the 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.

3.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

3.6.2.1 When Interconnecting at **PACIFIC/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 LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF

facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists **SPRINT** 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, **SPRINT** will be required to disconnect existing voice-only trunk groups as existing 64K CCC 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 **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

4. TRUNK GROUPS

4.1 The following trunk groups shall used to exchange various types of traffic between **SPRINT** and **SBC-13STATE**.

4.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.

4.2.1 A two-way local trunk group shall be established between **SPRINT** switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

4.2.2 Where traffic between a **SPRINT** switch and an **SBC-SWBT** end office switch is sufficient (i.e. 24 or more trunks), a local trunk group shall also be established between a **SPRINT** switch and an **SBC-SWBT** end office switch, as described in Sections 3.4 and 3.5.

4.2.3 A local trunk group shall be established from a **SPRINT** switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.

4.2.4 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.

4.2.5 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a

two-way local trunk group shall be established from **SPRINT** switch to the **SBC-SWBT** Access Tandem(s).

4.2.6 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.

4.2.7 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.

4.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC-AMERITECH**, **PACIFIC**, and **NEVADA**

4.3.1 Tandem Trunking - Single Tandem LATAs

4.3.1.1 Where **PACIFIC, NEVADA**, **SNET**, or **SBC-AMERITECH** 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.

4.3.2 Tandem Trunking – Multiple Tandem LATAs

4.3.2.1 Where **PACIFIC**, **NEVADA**, **SNET**, or **SBC-AMERITECH** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** 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.

4.3.3 Direct End Office Trunking

4.3.3.1 The Parties shall establish direct End Office primary high usage LI 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 3.4 and 3.5.

4.4 InterLATA (Meet Point) Trunk Group: **SBC-13STATE**

4.4.1 InterLATA traffic shall be transported between **SPRINT** switch and the **SBC-13STATE** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. However,

as set forth in Section 2.2.1 above, **SBC-13STATE** shall not impose any restrictions on **SPRINT'**s ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. Until such time as **SPRINT** combines such traffic, InterLATA trunk group will be established for the transmission and routing of exchange access traffic between **SPRINT**'s End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

4.4.2 InterLATA 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.

4.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, **SPRINT** shall establish an InterLATA trunk group to each **SBC-13STATE** Access Tandem where **SPRINT** has homed its NXX code(s). If the Access Tandems are in two different states, **SPRINT** shall establish an InterLATA trunk group with one Access Tandem in each state.

4.4.4 **SPRINT** will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

4.4.5 FOR **PACIFIC** ONLY: **SPRINT** will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. l75—T, Section 5.7.3, Tandem Access Sectorization (TAS). **SPRINT** is not required, however, to home codes by the sector designations. **SPRINT** also agrees to locate at least one Local Routing Number (LRN) per home Tandem if **SPRINT** ports any telephone numbers to its network from a community currently homing on that Tandem.

4.4.6 **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.

4.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on **SPRINT**'s network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that **SPRINT**'s 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 **SPRINT** directs to the switched access customer. **SBC-13STATE** also agrees to furnish **SPRINT**, upon request, a list of those IXCs which also Interconnect with **SBC-13STATE**'s Access Tandem(s).

4.4.8 **SPRINT** 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 **SPRINT** 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.

4.5 800/(8YY) Traffic: **SBC-13STATE**

4.5.1 If **SPRINT** chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all **SPRINT** 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 **SPRINT** 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

4.5.2 All originating Toll Free Service (800/8YY) calls for which **SPRINT** 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.

4.5.3 **SPRINT** may handle its own 800/8YY database queries from its switch. If so, **SPRINT** will determine the nature (local/intra-LATA/inter-LATA) 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, **SPRINT** 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, **SPRINT** is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, **SPRINT** 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-13 STATE over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

4.5.4 All post-query Toll Free Service (800/8YY) calls for which **SPRINT** 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 **SPRINT** using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

4.6 E911 Trunk Group

4.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC offers exchange service. 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 out-going only and use MF-CAMA signaling or, where available, SS7 signaling. Where the Parties use SS7 signaling and 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 POI to the SBC-13STATE E911 switch.

4.6.2 **SPRINT** will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between the **SPRINT** network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. **SPRINT** will not turn-up live traffic until successful testing is completed by both Parties.

4.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-13STATE**

4.7.1 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 or SS7 signaling (once SBC-13STATE utilizes SS7 signaling for its own operation). 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. **SPRINT** will have administrative control for the purpose of issuing ASRs on this one-way trunk group

4.7.2 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*

4.7.3 If **SPRINT** should acquire a HVCI/Mass Calling customer, i.e. a radio station, **SPRINT** shall notify **SBC-13STATE** of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-13STATE** HVCI/Mass Calling Serving Office to the **SPRINT** customer's serving office and **SBC-13STATE** shall establish this trunk group.

4.7.4 If **SPRINT** finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, **SPRINT** may request a meeting to coordinate with **SBC-13STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that **SPRINT** establishes a new choke NXX, **SPRINT** must notify **SBC-13STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-13STATE** 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-13STATE** Public Response HVCI/Mass Calling Network Access Tandem to **SPRINT**'s choke serving office.

4.7.5 Where **SBC-13STATE** and **SPRINT** both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

4.8 Operator Services/Directory Assistance Trunk Group(s)

4.8.1 If **SBC-13STATE** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for **SPRINT**, **SPRINT** will initiate an ASR for a one-way trunk group from its designated operator services switch to the **SBC-13STATE** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to **SPRINT**'s designated operator services switch.

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

4.8.2.1 Directory Assistance (DA):

4.8.2.1.1 **SPRINT** 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 **SPRINT** 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)). **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.2 Directory Assistance Call Completion (DACC):

4.8.2.2.1 **SPRINT** 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. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

4.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the **SPRINT** End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to **SPRINT**'s switch. **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.4 Operator Assistance (0+, 0-):

4.8.2.4.1 This service requires a one-way trunk group from the **SPRINT** 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. **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.5 Digit-Exchange Access Operator Services Signaling:

4.8.2.5.1 **SPRINT** 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).

4.8.2.6 OS QUESTIONAIRE

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

5. FORECASTING RESPONSIBILITIES: SBC-13STATE

5.1 **SPRINT** 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 **SPRINT**. 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 (trunk servicing).

5.2 The semi-annual forecasts shall include:

5.2.1 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 and plus 1 and plus 2) years; and

5.2.2 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.

5.2.3 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 facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

5.3 **SPRINT** 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 **SPRINT** and **SPRINT** 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.

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

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

6. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

6.1 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 ECCS or some other means for the sizing of this trunk group.

7. TRUNK SERVICING: SBC-13STATE

7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **SPRINT** will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC-AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 2.3), **SBC-AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to **SPRINT**. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

7.2 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.

7.3 In A Blocking Situation:

7.3.1 In a blocking final situation, a TGSR will be issued by **SBC-13STATE** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other

Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. **SPRINT** will note "Service Affecting" on the ASR.

7.4 Underutilization:

7.4.1 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:

7.4.1.1 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.

7.4.1.2 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 after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA** , 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**)

7.4.1.3 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.

7.4.1.4 If **SBC-13STATE** does not receive an ASR, or if **SPRINT** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact **SPRINT** to schedule a joint planning discussion. If **SPRINT** 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.

7.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

7.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**)

7.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **SBC-13STATE**'s Switched Access service.

7.6 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and **SPRINT** 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.

7.6.1 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.

7.7 **SPRINT** will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.

7.8 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 **SPRINT** 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, **SPRINT** will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If **SPRINT** requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by **SPRINT**. Should **SPRINT** fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

7.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of **SPRINT**.

7.10 TRUNK SERVICING – **SBC-SWBT** Exceptions:

7.10.1 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 7.6. Incoming orders will be screened by **SWBT** 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.

7.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 5.0 using Design Blocking Objectives stated in Section 6.1.

8. TRUNK DATA EXCHANGE: SBC-13STATE

8.1 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.

8.2 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. NETWORK MANAGEMENT: SBC-13STATE

9.1 Restrictive Controls

9.1.1 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. **SPRINT** and **SBC-13 STATE** will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

9.2.1 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.

9.3 Mass Calling

9.3.1 **SPRINT** 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.

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 as provided in Section 2.9 of the General Terms and Conditions.

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.4 This Appendix sets forth the terms and conditions for Inward Assistance Operator Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

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-13STATE** agrees to provide **SPRINT** Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

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.

2.2 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.

4. RESPONSIBILITIES OF THE PARTIES

4.1 It is the responsibility of **SPRINT** to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator Assistance switches in the various locations throughout **SBC-13STATE** territory.

4.2 Interconnection trunking requirements are described in Appendix ITR.

4.3 **SPRINT** 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**. **SPRINT** or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.

4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its **SPRINT** 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.

4.5 **SBC-12STATE** - When utilizing the services of **SPRINT** Inward Assistance, **SBC-12STATE** and **SPRINT** agree that **SBC-12STATE** will pay **SPRINT** at the same rate **SPRINT** compensate **SBC-12STATE** pursuant to the terms of this Appendix.

EXCEPTION: **SNET** - When utilizing the services of **SPRINT** Inward Assistance, **SNET** and **SPRINT** agree that compensation will be handled on a separate and unshared basis.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by **SPRINT** 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 **SPRINT** Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the **SPRINT** Operator on an Inward basis.

5.3 If **SPRINT** requires establishment of a new Toll Center Code, **SPRINT** 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 Appendix Pricing. The price set forth in Appendix Pricing is reciprocal and shall be the price **SBC-12STATE** will pay **SPRINT** when the **SBC-12STATE** Operator utilizes the Inward Assistance of **SPRINT** operator.

EXCEPTION: **SNET** - Pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in Appendix Pricing.

7.

7.1 **SBC-7STATE** will render monthly billing statements to **SPRINT**, and remittance in full will be due within thirty (30) days of receipt. **SPRINT** will render monthly billing to **SBC-7STATE** and remittance in full will be due within thirty (30) days of receipt. For more information on billing, see the General Terms and Conditions of this Agreement.

8. LIABILITY

8.1 Except for instances of gross negligence, or willful misconduct by -the other Party, the Party using Inward Assistance Operator Services on behalf of its End Users agrees to defend and hold harmless the other Party 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 Party's operator use of Inward Assistance Operator Services on the behalf of the Party's End Users. The Party using Inward Assistance Operator Services on behalf of its End Users shall defend against all end user claims just as if that Party's operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.

8.2 Except for instances of negligence, gross negligence, or willful misconduct by a Party, the Party using Inward Assistance Operator Services on behalf of its End Users also agrees to release, defend and hold harmless the other Party 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 the other Party's employees and equipment associated with provision of the Inward Assistance Operator 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.

9. TERMS OF APPENDIX

9.1 This Appendix will continue in force for the length of this 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 upon one hundred-twenty (120) calendar days written notice to the other Party.

9.2 If **SPRINT** terminates this Appendix prior to the expiration of the term of this Appendix, **SPRINT** shall pay **SBC-13STATE,** within thirty (30) calendar 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.

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 as provided in Section 2.9 of General Terms and Conditions.

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 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 **SPRINT** as a result of **SPRINT**'s purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

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.

2. DEFINITIONS:

2.1 **"555"** is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a **SPRINT** End-User who dials a number using the "555" prefix.

2.2 **"900"** is a **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a **SPRINT** End-User who dials a number using the "900" prefix.

2.3 **"976"** is an **SBC-AMERITECH**, **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a **SPRINT** End-User who dials a number using the "976" prefix.

2.4 **"Abbreviated Dialing"** is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a **SPRINT** 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-AMERITECH**, **PACIFIC**, and **NEVADA**. Included in **SBC-AMERITECH** offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. **PACIFIC** and **NEVADA** provide 900/976.

2.7 **"Calling Party Pays Cellular"** or **"CPP Cellular"** is an **SBC-AMERITECH** 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-AMERITECH** 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 **"SPRINT CATS Messages"** means intraLATA Calling Card and third number billed messages billed to a **SPRINT** End-User telephone where the LEC carrying the call is Pacific 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-AMERITECH**, **PACIFIC**, or **NEVADA** Ancillary Message Service to an End-User.

2.11 **"Uncollectibles"** are amounts billed to **SPRINT**'s End-Users, which after standard intervals and application of standard collection procedures, are determined by **SPRINT** to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoursed back to the Provider.

2.12 "**SPRINT Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the **SPRINT**'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 **SPRINT** 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 **SPRINT** on the Daily Usage File (DUF).

3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to **SPRINT** on DUF; provided, however, that revenue settlement for **SPRINT** Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide **SPRINT** with a list of all such LECs upon request.

3.3 **SBC-SWBT**, **SNET**, and **SBC-AMERITECH** shall bill charges to the **SPRINT** Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a **SPRINT** Resale or UNE port End-User account.

3.4 As a part of provisioning local service for **SPRINT**, **SBC-13STATE** will block End-User access to 900/976 numbers upon specific written request by **SPRINT** for each separate End User line.

3.5 **SPRINT** 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 **SPRINT**'s End-User's telephone number. SBC shall provide **SPRINT** with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where **SPRINT**'s switch generates call information, **SPRINT** will provide **SBC-AMERITECH**, **PACIFIC** or **NEVADA** with call information for each call on a daily basis. **SBC-AMERITECH**, **PACIFIC** or **NEVADA** will rate the call with each Provider's requested rates and return a formatted record to **SPRINT**. **SPRINT** shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

4.1 **SPRINT** shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. **SPRINT** warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than **SPRINT** 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. **SPRINT** 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 **SPRINT** 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—PACIFIC AND NEVADA

6.1 For messages billed to **SPRINT** End-Users that **PACIFIC** or **NEVADA** forward to **SPRINT** as set forth in Section 3 above, **PACIFIC** or **NEVADA** shall calculate the amount due based on the following formula:

Rated Value of 900/976 Messages (if applicable)
\+ Rated Value of **SPRINT** CATS and Non-CATS Messages
\- Rejected/Unbillable/Uncollectible Messages
\- **SPRINT** Billing Charge
\+ **PACIFIC** or **NEVADA** Settlement Charge

= Amount Due **PACIFIC** or **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 **SPRINT** CATS Messages and Non-CATS Messages means the total computed charges for **SPRINT** 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 **SPRINT** CATS Messages and Non-CATS Messages that failed to pass the edits within **SPRINT**'s system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.

6.1.1.3 Unbillable Messages means the rated value of **SPRINT** CATS Messages and Non-CATS Messages that were not billable to a **SPRINT** End-User because of missing information in the billing record or other billing error, not the result of an error by **SPRINT**, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA.**

6.1.1.4 Uncollectible Messages means the rated value of **SPRINT** CATS Messages and Non-CATS Messages billed by **SPRINT** to subscribers that are unpaid, have been debited to final write-off by **SPRINT** and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.

6.1.1.5 **SPRINT** Billing Charge means the **SPRINT** per message billing rate, as set forth in Appendix Pricing under **SPRINT** Billing Rate, times the number of **SPRINT** CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to **SPRINT**.

6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of **SPRINT** CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to **SPRINT**. Only **SPRINT** CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.

6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide **SPRINT** with:

6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and

6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.

6.3 **SPRINT** shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or **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 **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or

NEVADA shall provide **SPRINT** with an updated list in writing of all LECs with which **PACIFIC** or **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-AMERITECH

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-AMERITECH** under this Appendix shall be the total of all billable charges submitted to **SPRINT** under this Appendix, less:

7.2.1 All charges due **SPRINT** 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 **SPRINT** End-Users.

7.3 **SPRINT** shall provide **SBC-AMERITECH** 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-AMERITECH** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC-AMERITECH** by **SPRINT** as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** 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 **SPRINT** 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-AMERITECH** within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

7.5.1 **SPRINT** may recourse to **SBC-AMERITECH** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by **SPRINT** to **SBC-AMERITECH** 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 **SPRINT**. **SPRINT** 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 **SPRINT**.

7.6.2 Taxes on Ancillary Message Services. **SPRINT** 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-AMERITECH** of those taxes. **SBC-AMERITECH** shall notify **SPRINT** of this information and pursuant to this Agreement **SPRINT** shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH**. **SPRINT** shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** 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 as provided in Section 2.9 of General Terms and Conditions.

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 **SPRINT**. 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 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 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other technically feasible methods requested pursuant and subject to the BFR process. One or more of these methods may be used to effect the Interconnection.

1.3.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.4 **SBC-13STATE** shall provide Interconnection for **SPRINT**'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.

1.5 The Parties shall effect an Interconnection that is efficient, fair and equitable with either (a) the establishment and use of multiple points of interconnection ("POIs") pursuant to section 2 below, or, at CLEC's election, (b) the establishment and use of a single point of interconnection per LATA, pursuant to section 2.2 below, in which event CLEC shall either, at CLEC's election, (i) bear half the cost of the Affected Facilities, as that term is defined in section 2.4.2 below, or (ii) compensate **SBC-13STATE** for the transport of those calls identified in section 2.4.2 below. 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. At least one POI must be established within the **SBC-13STATE** LATA where the CLEC will serve End Users.

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-SWBT**), 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. The physical architecture plan will, at a minimum, include the location of **SPRINT**'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.

2.3 This section shall apply if and only if CLEC elects to establish and use multiple POIs as permitted by section 1.5 above.

2.3.1 The Parties shall negotiate the POI and the architecture in each location that will seek to mutually minimize and equalize investment.

2.3.2 The Parties agree to meet as often as necessary to negotiate the number and location 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 in local exchange areas or LATAs include existing facility capacity, location of existing POIs, relative costs, and future capacity needs. 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 network interconnection architecture plan will be updated to reflect the addition of new POIs.

2.4 This section shall apply if and only if **SPRINT** elects to establish and use a single POI per LATA as permitted by section 1.5 above.

2.4.1 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a **SBC-13STATE** end user physically located in the same tandem serving area or the same local exchange area as that in which the POI is located. For such calls, **SPRINT** and **SBC-13STATE** shall each be financially responsible for the facilities, trunking and equipment on its side of the POI. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.

2.4.2 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a **SBC-13STATE** End User physically located in a different tandem serving area and a different local exchange area, or a SWBT End User in a different mandatory local calling area, from that in which the POI is located (hereinafter "long haul calls"). To compensate **SBC-13STATE** for that portion of the delivery of long haul calls on **SBC-13STATE**'s side of the POI that is outside the local exchange area in which the POI is located, **SPRINT** shall bear the cost of the Affected Facilities. "Affected Facilities" means those facilities on which such long haul calls are transported on **SBC-13STATE**''s side of the POI that are outside the local exchange area in which the POI is located. Such cost is calculated as airline miles from the SBC switch in which the trunks are installed to the POI, less 15 miles. The cost of the Affected Facilities shall be assessed at UNE rates. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.

2.5 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.

2.6 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 SPRINT and SBC-13STATE.

2.7 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.8 SPRINT is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.

2.9 Subject to the requirements defined in Appendix ITR, in each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the **SPRINT** switch to each **SBC-13STATE SNET**, **PACIFIC**, **NEVADA**, and **SBC-AMERITECH** applicable Tandem POI where SPRINT originates or terminates local and/or toll traffic with SBC.

2.10 If **SPRINT** 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 **SPRINT**.

2.11 Technical Interfaces

2.911.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative 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.

2.911.2 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 SPRINT will provide any DS1 multiplexing required for facilities or trunking at their end.

2.11.3 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 **SPRINT** 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, **SPRINT** may

Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When **SPRINT** 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 **SPRINT**'s behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows **SPRINT** to choose the equipment vendor and does not require that **SPRINT** be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.3.2 **SBC-13STATE** will allow **SPRINT** to lease the same physical access facilities (*e.g.*, dedicated transport access facilities) to provision trunk groups to carry Local and intraLATA traffic and separate trunk groups to carry interLATA traffic, provided such arrangement is not for the purpose of avoiding access facility charges associated with dedicated transport access facilities. In the above circumstances, access facility rates will still apply regardless of the percentage of Local and intraLATA trunk groups provisioned on those facilities.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and **SPRINT** can occur at any mutually agreeable and technically feasible point between **SPRINT**'s premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **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**.** The Parties may share the investment of the fiber as mutually agreed.

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 four 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: **SPRINT**'s fiber cable (four fibers) and **SBC-13STATE**'s fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between **SPRINT** and **SBC-13STATE** locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. **SPRINT** and SBC will provide their own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective end. The POI will be at the fiber termination panel at the mid-point meet.

3.4.7.2 Design Two: **SPRINT** 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 **SPRINT** to deliver fiber optic facilities into that manhole. **SPRINT** will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. **SPRINT** 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.

3.4.7.3 Design Three: **SBC-13STATE** will provide fiber cable to a mutually agreed upon manhole towards the last entrance (or **SPRINT** designated) manhole at the **SPRINT** location. **SPRINT** shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of fiber cable for **SPRINT** to pull to a mutually agreed upon point of termination **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. **SPRINT** shall take the fiber from the manhole and terminate it inside **SPRINT**'s office on the FDF at **SPRINT**'s expense. In this case the POI shall be at the **SPRINT** designated manhole location.

3.4.7.4 Design Four: Both **SPRINT** 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. **SPRINT** 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 **SPRINT** location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is **SPRINT**'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 **SPRINT**. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and **SPRINT** 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 **SPRINT** 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 below.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **SBC-13STATE** area, **SPRINT** shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC-SWBT**) or LATA (**PACIFIC**, **NEVADA**, **SNET**, and **SBC-AMERITECH**). Such request will include (i) **SPRINT**'s Switch address, type of Switch and CLLI code; (ii) **SPRINT**'s requested Interconnection activation date; and (iii) a non-binding forecast of **SPRINT**'s trunking and facilities requirements.

4.2 Upon receipt of **SPRINT**'s notice to interconnect, the Parties shall schedule an 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 be entitled to provide 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.

4.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line informationsignaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), andoriginating line information ("OLI"). For terminating FGD, either Partywill pass any CPN it receives from other carriers. All privacy indicatorswill be honored. Where available, network signaling information such asTransit Network Selection ("TNS") parameter (SS7 environment) will beprovided by the end office Party wherever such information is needed forcall routing or billing. Where TNS information has not been provided by theend office Party, the tandem Party will route originating Switched Accesstraffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

4.6 Either Party may combine local and intraLATA toll traffic withexchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic.

5. LEASING OF FACILITIES

5.1 Should **SBC-13STATE** wish to voluntarily provide **SPRINT** 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 (1) will advise the **SPRINT** in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if **SPRINT** accepts such charges.

5.2 The purpose of this section is to cover both **SPRINT**'s and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for the purposes of Interconnection. **SBC-AMERITECH** and **SNET** offers leased facilities are from the applicable Access Tariff.

5.3 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.

5.4 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

5.5 The requesting Party 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.

5.6 Requests by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

5.6.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

5.6.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

5.6.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.

5.6.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.

5.6.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

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 as provided in Section 2.9 of the General Terms & Conditions.

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EXHIBIT 1 [SBC-SWBT ONLY]

APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

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

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 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 The prices at which **SBC-13STATE** agrees to provide **SPRINT** with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

2.1 Due to all **NEVADA**, **PACIFIC**, **SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.

2.2 General Terms and Conditions

2.2.1 **SBC-SWBT** and **SPRINT** will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of **SPRINT** or **SBC-SWBT**. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

2.3.1 **SBC-SWBT** shall provide INP to **SPRINT** only, as described herein.

2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from

properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where **SPRINT** agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from **SPRINT** and to provide INP in accordance with this Appendix.

2.5 Obligations of SPRINT

2.5.1 **SPRINT** shall coordinate the provision of service with **SBC-SWBT** to assure that **SPRINT**'s switch is capable of accepting INP ported traffic.

2.5.2 **SPRINT** is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. **SPRINT** shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that **SPRINT** will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.

2.5.3 **SPRINT** shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which **SPRINT** is not presently providing exchange service or terminating to an End User.

2.5.4 Where **SPRINT** chooses to disconnect or terminate any INP service, **SPRINT** shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.

2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard **SBC-SWBT** intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.

2.5.6 **SPRINT** shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to **SPRINT** assigned telephone numbers:

2.5.6.1 **SPRINT** may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to **SPRINT**-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by **SPRINT** at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to **SPRINT**'s specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The **SPRINT**-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to **SPRINT** assigned telephone number in **SPRINT** switch shall be handled as any local calls between **SBC-SWBT** and **SPRINT**.

2.7.1.4 Where facilities exist, **SBC-SWBT** will provide identification of the originating telephone number, via SS7 signaling, to **SPRINT**.

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to **SPRINT**'s switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of **SPRINT**'s switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, **SPRINT** shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport

facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 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 FCC 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.

3.1.2 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.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides **SPRINT**s the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The **SPRINT**'s STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **SBC-12STATE** will provide **SPRINT** the use of the **SBC-12STATE** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **SBC-12STATE**

3.3.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

3.3.2 **SBC-SWBT** has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998

Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the **SPRINT** (see EXHIBIT 1).

3.3.4 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of **SPRINT**

3.4.1 When purchasing the SPNP Database Query, **SPRINT** will access **SBC-12STATE** s facilities via an SS7 link: **SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** – Section 6 of FCC No. 1 Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **SBC-12STATE** STP.

3.4.2 When purchasing the SPNP Query - Prearranged, **SPRINT** will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.

3.4.3 The **SPRINT** 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.

3.4.4 After the initial deployment of PNP in a mandated MSA, **SPRINT** shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When **SPRINT** requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, **SPRINT** shall follow the industry standard LERG procedure.

3.4.6 **SPRINT** shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 **SPRINT** shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

3.4.8 **SPRINT** shall adhere to **SBC-12STATE**'s reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

3.5.1 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.

3.5.2 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.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 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.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 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.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs.

3.6.3 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.

3.7 Service Descriptions

3.7.1 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.

3.7.2 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.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 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.

3.7.5 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.

3.7.6 If **SPRINT** chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform 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.

3.7.7 The **SPRINT** shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

3.7.8 The **SPRINT** 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.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

3.8.2 **SPRINT** agrees not to charge **SBC-12STATE**, nor any SBC Affiliate, SBC Subsidiary, or **SBC-12STATE** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the **SPRINT** to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

4.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

4.2 **SBC-SWBT** has deployed LRN in the switches requested as result of the State Commission's poll of **SPRINT**s to name the switches in which they wanted LRN deployed.

4.3 **SPRINT**s shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.4 New requests for INP will not be provided in a **SBC-12STATE** switch once LRN has been deployed in that switch.

4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 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.

5.1.2 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.

5.2 Service Provided

5.2.1 **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-AMERITECH** 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.

5.2.2 When a **SPRINT** 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 **SPRINT** provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the **SPRINT** central office.

5.3 Obligations of SBC-12STATE

5.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the **SPRINT**. 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.

5.3.2 **SBC-12STATE** will not charge the **SPRINT** for the use of its choke network by the **SPRINT**'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.

5.4 Obligations of SPRINT

5.4.1 **SPRINT** shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

5.4.2 The **SPRINT** shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the **SPRINT**'s serving office. The **SPRINT** shall size this one-way MF trunk group.

5.4.3 The **SPRINT** shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 SPRINT Mass Calling Codes

5.5.1 Should the **SPRINT** assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the **SPRINT** 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-AMERITECH** mass calling hub to the **SPRINT**. In order to allow the Parties time to order and install such mass calling trunks, the **SPRINT** 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.

5.5.2 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 **SPRINT** both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 **SPRINT** shall adhere to **SBC-12STATE**'s reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY SPRINT TO SBC-SWBT

6.1 **SPRINT** shall provide INP and PNP to **SBC-SWBT** under no less favorable terms and conditions as when **SBC-SWBT** provides such services to **SPRINT**.

7. PROVISION OF PNP BY SPRINT TO PACIFIC/NEVADA/SBC-AMERITECH

7.1 **SPRINT** shall provide PNP to **PACIFIC/NEVADA/SBC-AMERITECH** under no less favorable terms and conditions as when **PACIFIC/NEVADA/SBC-AMERITECH** provides such services to **SPRINT**.

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 as provided in Section 2.9 of the General Terms and Conditions.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
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 (**SPRINT**s) 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), **SPRINT** can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** 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:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. 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 **SPRINT** to its **SBC-SWBT** 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 **SPRINT** interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **SPRINT** within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

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.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

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 SPRINT 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)

Southwest Region LNP Network Operations Team

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:

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions under which **SBC-13STATE** will coordinate with respect to NXX assignments.

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**.

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 **SPRINT** is properly certified by the appropriate regulatory body and intends to provide local exchange service, **SPRINT** 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 **SPRINT** 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 located 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 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regression 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 as provided in Section 2.99 of the General Terms and Conditions.

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) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

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 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and 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

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

2.1.1.1 **SBC-10STATE** and **PACIFIC** - 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.

2.1.1.2 **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.

2.1.1.3 Operator-Assisted Call Processing

2.1.1.4 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 billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

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.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for **SPRINT**:

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. 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 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 Interrupt. 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 Where technically feasible and/or available, **SBC-13STATE** will brand OS in **SPRINT**'s name based upon the criteria outlined below:

4.1.1 Where **SBC-13STATE** provides **SPRINT** 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 **SPRINT**, the calls will be branded.

4.1.2 **SPRINT** name used in branding calls may be subject to Commission regulations and should match the name in which **SPRINT** is certified.

4.1.3 **SBC-10STATE** - **SPRINT** will provide written specifications of its company name to be used by **SBC-10STATE** to create **SPRINT** specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 **SBC-2STATE** - **SPRINT** will provide recorded announcement(s) of its company name to be used to brand the **SPRINT**'s OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.5 A **SPRINT** purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining **SPRINT**'s End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. **SPRINT**'s failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Multiple Brands

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based **SPRINT** if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.

4.1.6.2 **SNET** can support multiple brands for facilities-based **SPRINT**'s on multiple trunk groups.

4.1.7 Branding Load Charges

4.1.7.1 **SBC-SWBT -** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** 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-SWBT** on behalf of **SPRINT** when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.7.2 **SBC-AMERITECH –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of **SPRINT** specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of **SPRINT** 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.

4.1.7.3 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of **SPRINT** 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) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide **SPRINT** OS Rate/Reference Information based upon the criteria outlined below:

5.1.1 **SPRINT** will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.

5.1.2 **SPRINT** 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. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the **SPRINT**'s OS Rate or Reference Information.

5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a **SPRINT** End User, **SBC-13STATE** will quote the applicable OS rates as provided by **SPRINT**.

6. INTRALATA MESSAGE RATING

6.1 **SBC-SWBT** - Upon request, **SPRINT** may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on **SPRINT**'s schedule of rates provided to **SBC-SWBT.**

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent **SPRINT**'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. **SPRINT** must provide **SBC-13STATE** with the correct information to enable the transfer as

required by the OSQ. **SPRINT** 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. **SPRINT** 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 **SPRINT** agrees that due to quality of service and work force schedule issues, **SBC-13STATE** will be the sole provider of OS for **SPRINT**'s local serving area(s).

8.2 **SPRINT** 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 **SPRINT** seek to obtain interexchange OS from **SBC-13STATE**, **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** understands and acknowledges that before live traffic can be passed, **SPRINT** 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 **SPRINT**'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 **SPRINT** 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 **SPRINT**.

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 **SPRINT** such data as necessary for **SPRINT** 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 **SPRINT** 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 **SPRINT** terminates this Appendix prior to the expiration of the term of this Appendix, **SPRINT** 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 as provided in Section 2.9 in the General Terms and Conditions.

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 **SPRINT** 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 the FCC on September 22, 2000 as may be amended from time to time. Additionally, once final and approved, SBC-13STATE will comply with the Business Rules POR. SPRINT may also obtain OSS and Performance Measurements according to any applicable State Commission Rule or Order.

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**, **12STATE**, **8STATE**, **7STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

1.3 **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 **SWBT**, **PACIFIC**, and **NEVADA**; (ii) Local Exchange Carrier Center (LECC) for **SNET**; and (iii) Information Industry Service Center (IISC) for **SBC-AMERITECH**.

2.2 "**LOC"** means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **SBC-AMERITECH**.

2.3 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider is a company that has been engaged by **SPRINT** to act as its agent for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces.

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 orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS interfaces:**

3.2.1 For **SBC-13STATE**, **SPRINT** 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, **SPRINT** 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 the affected OSS functionality during the period of time of the misuse. In addition, **SPRINT** 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 **SPRINT** systems, workstations or terminals or by **SPRINT** employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by **SPRINT** and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-13STATE** regions, **SPRINT**'s access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where **SPRINT** 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, **SPRINT** 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 **PACIFIC** ONLY. For consumer End Users, prior to accessing such information, **SPRINT** shall, on its own behalf and on behalf of **PACIFIC**, 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, **SPRINT** shall have obtained an authorization to become the End User's local service provider. Accessing such information by **SPRINT** shall constitute certification that **SPRINT** is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. **SPRINT** shall receive and retain such information in conformance with the

requirements of 47 USC 222 (and implementing FCC decisions thereunder). **SPRINT** agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a consumer End User or governmental entity against **PACIFIC** or **SPRINT** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by **SPRINT** of this section.

3.3.3 Throughout **SBC-13STATE** region, **SPRINT** is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of **SPRINT**'s failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, **SPRINT** agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **SPRINT** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **SPRINT** 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 **SPRINT**. In addition, **SPRINT** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **SPRINT** or other third parties against **SBC-13STATE** caused by or related to **SPRINT**'s use of any **SBC-13STATE** OSS.

3.5 In the event SBC has good cause to believe that **SPRINT** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give **SPRINT** written notice describing the alleged misuse ("Notice of Misuse"). **SPRINT** shall immediately refrain from the alleged misuse until such time that **SPRINT** responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event **SPRINT** agrees with SBC's allegation of misuse, **SPRINT** shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event **SPRINT** does not agree that **SPRINT**'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, **SPRINT** shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until **SPRINT** 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 **SPRINT** has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of **SPRINT**'s use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of **SPRINT**'s use of the **SBC-13STATE** OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) days advance written notice of its intent to audit **SPRINT** ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), **SPRINT** shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate **SPRINT** 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 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, or any SBC affiliate.

3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and **SPRINT** will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to **SPRINT** 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. **SPRINT** will also provide a single point of contact for technical issues related to the **SPRINT**'s electronic interfaces.

3.10 **SBC-13STATE** and **SPRINT** will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.11 The Parties will follow the final adopted guidelines of **13-STATE** Change Management Plan, developed in collaboration with **SPRINT**s. This plan may be modified from time to time in accordance with the Change Management principles.

3.12 **SBC-13STATE** will and **SPRINT** 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. **SPRINT** 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."

3.13 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.

3.14 **SPRINT** is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "**SPRINT** 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 **SPRINT** 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 **SPRINT** so that **SPRINT** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 For **SBC-7STATE**, features and services available at a valid service address (as applicable) or, for **SNET**, features will be available based on NPA-NXX;

4.2.2 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 for **SBC-12STATE**, pending service order activity is included. **SPRINT** agrees that **SPRINT**'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 **SPRINT**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

4.2.4 Service availability dates to the End User (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 For **SBC-12STATE**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and

4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 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, for **SBC-12STATE** only, pending service order activity. **SPRINT** agrees that **SPRINT**'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 **SPRINT**, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.

4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 For **SBC-12STATE**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 For **SBC-12STATE**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability: SBC-SWBT** will provide **SPRINT** access to one or more of the following systems:

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC-SWBT** provides **SPRINT** access to the functions of pre-ordering to order **SBC-SWBT** consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC-SWBT** provides **SPRINT** access to the functions of pre-ordering to order **SBC-SWBT** business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability: PACIFIC** will provide **SPRINT** access to the following system:

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **PACIFIC** Resale service.

4.4.3 **SNET Resale Service Pre-Order System Availability:**

4.4.3.1 **SNET** will provide **SPRINT** access to the following applications through its proprietary W-CIWin interface.

4.4.3.2 W-SNAP is an order entry application through which **SNET** provides **SPRINT** access to pre-ordering functionality embedded in the ordering tool.

4.4.3.3 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.4 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability: SNET** will provide **SPRINT** access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability: SBC-AMERITECH** will provide **SPRINT** access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability: SBC-7STATE** will provide **SPRINT** access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which **SBC-7STATE** provides **SPRINT** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **SPRINT** has developed its own interface, allow **SPRINT** to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by **SBC-7STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the **SPRINT**'s own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a **SPRINT** interface developed by **SBC-7STATE** that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, **SPRINT** will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting **SPRINT**s with an alternate method of acquiring that pre-ordering information considered relatively static. For **SBC-SWBT, PACIFIC**, and **NEVADA**, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For **SBC-AMERITECH**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

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 **SPRINT** provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, **SPRINT** 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 **SPRINT** access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 In **SBC-SWBT**:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides **SPRINT**s with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by **SPRINT**. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If **SPRINT** chooses to use SORD to issue orders, then **SPRINT** becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by **SPRINT**. **SPRINT** may need to call the LSC to obtain additional information. **SPRINT** may also choose to clear service order errors, even though **SPRINT** is not initiating service orders via SORD. **SPRINT** would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In **NEVADA** only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In **PACIFIC** only:

5.2.3.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface).

5.2.4.1W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **SBC-13STATE** makes available to **SPRINT** an Electronic Data Interchange (EDI) interface for transmission of **SBC-13STATE** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides SPRINTs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically

generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. SPRINT will be given a list generated by the LSC of SPRINT order errors, and SPRINT will be responsible for contacting their customer when necessary to clear an error. With SPRINT being the point of contact for their customer, the SPRINT 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 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, SPRINT and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

5.3.4 For SBC-SWBT and PACIFIC, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In SNET, MSAP (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.

5.4 Provisioning for Resale Services and UNE in SBC-SWBT: SBC-SWBT will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow SPRINT to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, SBC-SWBT will provide, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-SWBT will provide SPRINT with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.4.3.1 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;

5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if SPRINT fails to correct service order errors within the timeframes specified in this Section 5.4.3.

5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.

5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for SPRINT.

5.5 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders is provided via the following electronic interfaces:

5.5.1 In PACIFIC and NEVADA regions, Order Status (OS) will allow SPRINT to check service order status for End User basic services (resale, UNE and LNP). Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via PACIFIC and NEVADA Toolbar.

5.5.2 For EDI ordering, PACIFIC shall provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide SPRINT with a FOC for each Resale service and UNE request.

5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.6 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-AMERITECH and SNET will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide SPRINT with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, SPRINT may access these functions via the following methods:

6.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides SPRINT with SBC-7STATE software that allows SPRINT to submit trouble reports and subsequently check status on trouble reports for SPRINT End-Users. TA will provide the ability to review the maintenance history of a converted Resale SPRINT account. TA is accessible via SBC-7STATE Toolbar.

6.1.2 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows SPRINT to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

6.1.4 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, 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 SPRINT and SBC-12STATE. 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. SPRINT and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 SBC-7STATE will bill SPRINT for Resold services and UNEs. SBC-7STATE will send associated billing information to SPRINT as necessary to allow SPRINT to perform billing functions. At minimum SBC-7STATE will provide SPRINT billing

information in a paper format or via magnetic tape, as agreed to between SPRINT and SBC-7STATE.

7.1.1 For Resale Services in PACIFIC, SPRINT 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.

7.1.2 For Resale Services in SBC-AMERITECH, SPRINT may elect to receive its bill on CD.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In SBC-SWBT, SPRINT may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.

7.2.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

7.2.3 In SBC-7STATE, SPRINT may receive a mechanized bill format via the EDI 811 transaction set.

7.2.4 In SBC-13STATE, SPRINT 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

7.2.5 In SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when SPRINT's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

7.2.6 In SNET, SPRINT may receive a Billing Detail File on cartridge or magnetic tape.

7.2.7 In SBC-AMERITECH, SPRINT may receive a mechanized bill via the SBC-AMERITECH 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-8STATE makes available to SPRINTs 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 SPRINT's paper bill. SBC-AMERITECH also makes available to SPRINT's a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

7.3.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

7.3.3 In SBC-13STATE, SPRINT's 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-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) electronically that indicate when SPRINT's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

8.1 SPRINT must access OSS interfaces via a SPRINT Remote Access Facility. For the SBC-SWBT region, the LRAF located in Dallas, Texas will be used. The PRAF in Fairfield, CA handles the PACIFIC and NEVADA regions. The ARAF, located in Chicago, IL, serves SBC-AMERITECH and the SRAF in New Haven, CT, handles the 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. SPRINT may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where SPRINT has executed an Appendix OSS.

8.2 For SBC-13STATE, SPRINT may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," SPRINT 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 SPRINT to provide its own modems and connection to the SBC-SWBT LRAF, PACIFIC PRAF, AMERITECH ARAF, and SNET SRAF. SPRINT shall pay the cost of the call if Switched Access is used.

8.3 For SBC-13STATE, SPRINT 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. SPRINT shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT, PACIFIC, NEVADA, AMERITECH, OR SNET OSS on SPRINT's behalf. SPRINT 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, SPRINT shall attend and participate in implementation meetings to discuss SPRINT LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 SPRINT agrees that interconnection of SPRINT data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between SPRINT 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 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

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 SPRINT 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 SPRINT equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (SPRINT) 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 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, SPRINT or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, SPRINT 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 SPRINT 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 in real time.

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.

10.2 Prior to live system usage, SPRINT 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 SPRINT website in the Customer Education section. SPRINT Training schedules by region are also available on the SPRINT website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable SPRINT 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

10.3 A separate agreement will be required as a commitment to pay for a specific number of SPRINT students in each class. SPRINT agrees that charges will be billed by SBC-13STATE and SPRINT payment is due thirty (30) days following the bill date. SPRINT agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which SPRINT has not contracted. Class availability is first-come, first served with priority given to SPRINT's who have not yet attended the specific class.

10.4 Class dates will be based upon SBC-13STATE availability and will be coordinated among SPRINT, SPRINT's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

10.5 SPRINT agrees to pay the cancellation fee of the full price noted in the separate agreement if SPRINT cancels scheduled classes less than two (2) weeks prior to the scheduled start date. SPRINT agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class.

10.6 SPRINT agrees that SPRINT 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.

10.7 SPRINT 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.

11. MISCELLANEOUS CHARGES

11.1 For SBC-SWBT region only, SPRINT requesting the Bill PlusTM, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.

11.2 For SBC-7STATE, SPRINT requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

11.3 For SBC-7STATE, SPRINT requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

11.4 For SBC-13STATE, should SPRINT 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.

11.5 SNET will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 SBC-13STATE shall allow SPRINT to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, SPRINT shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:

12.2.1 SPRINT shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where SPRINT 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.

12.2.2 SPRINT's use of a Service Bureau Provider shall not relieve SPRINT of the obligation to abide by all terms and conditions of this Agreement. SPRINT must ensure that its agent properly performs all OSS obligations of SPRINT under this Agreement, which SPRINT delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of SPRINT 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 SPRINT provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from SPRINT that it has terminated its agency relationship with a Service Bureau Provider.

12.3 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 SPRINT's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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 the General Terms and Conditions.

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 rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between **SBC-13STATE** and **SPRINT**, 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 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between **SBC-13STATE** and **SPRINT**. 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 also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between **SBC-13STATE** and **SPRINT** 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. SBC-13STATE DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 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.**

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between **SPRINT** and **SBC-13STATE** 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 Reciprocal compensation applies for transport and termination of Local Calls. “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-13STATE** Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.

3.3 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC’s ISP pricing plan as order in FCC 01-131, the Parties agree that "Local Calls" and " ISP bound calls within the local calling area 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 **SBC-13STATE** Local Exchange Area as defined by the **SBC-13STATE** Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring **SBC-13STATE** Local Exchange Areas, or within an **SBC-13STATE** exchange and an Independent LEC exchange, that share a 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.

3.4 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.

3.5 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 **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.

3.6 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).

3.7 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.

3.8 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.

3.9 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.

3.10 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service 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 originated by one Party 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 Unless otherwise agreed by the Parties, where SS7 connections exist for 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 for that month. Unless otherwise agreed by the Parties, if the percentage of calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will provide written notice that the CPN percentage has fallen below the acceptable 90%. The noticed Party will then have the succeeding month to correct the issue. If the percentage of calls in the third month are still below the acceptable 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 an 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 **SBC-13STATE** and **SPRINT** 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 underlying 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 underlying 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 -- SWBT-OK, KS, AR, TX

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. **SPRINT** and **SWBT-OK**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** 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 -- SWBT-MO

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 **SPRINT** provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

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 **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting **SPRINT** 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 **SPRINT** 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 **SPRINT** will establish sufficient direct trunk groups between **SPRINT** and a Third Party's network when **SPRINT'**s traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

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-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** 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 **SWBT-MO, SWBT-KS, SWBT-AR**, and **SWBT-TX** 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 MPB basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

12.3 Billing to Interexchange Carriers (IXCs) and ESPs 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 to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, **SPRINT** is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.

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, in accordance with appropriate billing cycle intervals defined herein, 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 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 initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party

is an IXC or ESP. When **SBC-13STATE** performs 800 database queries, **SBC-13STATE** will charge the end office provider for the database query in accordance with standard industry practices.

12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At **SPRINT**'s request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

12.9 **SBC-13STATE** and **SPRINT** agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12.10 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 **SBC-13STATE**'s tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the **SBC-13STATE**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. INTENTIONALLY LEFT BLANK

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET and SWBT

15.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, **SNET**, and **SWBT** 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. Percent Local Usage may not be required for the SWBT region.

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.") 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, including but not limited to the **SBC-13STATE**'s option to invoke on a date specified by **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** designates that the FCC's ISP terminating compensation plan shall begin in this state. **SPRINT** agrees that on the date designated by **SBC-13STATE**, 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 **SBC-13STATE** and **SPRINT** agree to carry out the FCC terminating compensation plan on the date designated by **SBC-13STATE** 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 **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, **SPRINT** 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 **SBC-13STATE**, **SPRINT**, 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 as provided in Section 2.9 of General Terms and Conditions.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between **SBC-13STATE** and **SPRINT**, 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.

1.2 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**.

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 **SPRINT** 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 **SPRINT**.

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 **SPRINT**.

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 **SPRINT** 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**, **SPRINT** 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 **SPRINT**..

3.10 Recorded billable message detail and/or access usage record detail previously provided **SPRINT** and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to **SPRINT** 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 **SPRINT**, **SBC-13STATE** will forward those messages to **SPRINT**..

3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to **SPRINT** 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 **SPRINT** in accordance with this agreement on a reciprocal, no-charge basis. **SPRINT** 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 **SPRINT**, **SBC-13STATE** will make reasonable efforts to locate

and/or recover the data and provide it to **SPRINT** 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 **SPRINT**.. 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 **SPRINT.**.

5.3 If, despite timely notification by **SPRINT**, 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 **SPRINT** 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 **SPRINT** when **SPRINT** is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.

5.5 **SPRINT** 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 **SPRINT**, its customers or end users. Except for **SBC-13STATE**'s sole negligence, **SPRINT** shall defend against all End Users' claims just as if **SPRINT** had provided such service to its End Users with its own employees.

5.6 **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 as provided in Section 2.9 of the General Terms and Conditions.

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 **SPRINT** end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to **SPRINT**.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from **SPRINT** end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to **SPRINT**..

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: **SPRINT** Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **SPRINT**.. 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 **SPRINT**..

Option #5: **SPRINT** Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **SPRINT**.. 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 **SPRINT**.

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 **SPRINT** 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 **SPRINT**..

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for **SPRINT**.. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to **SPRINT**..

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for **SPRINT**. **SPRINT** 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 **SPRINT**.

Option 12: Recording Company provides tandem function for **SPRINT**. **SPRINT** 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 **SPRINT**.

Option 13: Recording Company provides tandem function for **SPRINT**. **SPRINT** 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 **SPRINT**.

Option 14: Recording Company provides tandem function for **SPRINT**. **SPRINT** 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 **SPRINT**.

Option 15: Recording Company provides tandem function for **SPRINT**. **SPRINT** 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 **SPRINT**.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to **SPRINT** generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. **SPRINT** forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **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 **SPRINT**.

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 **SPRINT** 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. **SPRINT** 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 **SPRINT** 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 **SPRINT**.

2.2 **SBC-13STATE** will offer products and services to **SPRINT** for resale pursuant to relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **SBC-13STATE** to **SPRINT** for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services are available per appropriate state specific tariff to **SPRINT** 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 **SPRINT**, 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. Sprint 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 Telcommunications Service, is unreasonable, contrary to applicable law, and should not apply.

3.2 **SPRINT** 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), **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** resells services that require certification on the part of the End User, **SPRINT** 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, **SPRINT** must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. **SPRINT** 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 **SPRINT** 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, **SPRINT** 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 **SPRINT** 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 **SPRINT** resells services that require certification on the part of the End User, **SPRINT** 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. **SPRINT** 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, **SPRINT** must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. **SPRINT** 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 **SPRINT** 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, **SPRINT** 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. **SPRINT** may view this indicator on the CSR.

3.4.3.3 **SPRINT** 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 **SPRINT** to determine whether the End User may be eligible for any similar program(s) **SPRINT** may offer.

3.4.3.3.1 **SPRINT** is exclusively responsible for all aspects of any similar **SPRINT**-offered program, including ensuring that any similar **SPRINT**-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 **SPRINT**'s End User or applicants are eligible to participate in such programs, submitting **SPRINT**'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. **SPRINT** has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish **SPRINT**'s own low income assistance service(s). At the end of the 90 day period, **SPRINT** 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. **SPRINT** will be responsible for designating it 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. **SPRINT** may view this indicator on the CSR.

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

3.4.4.4 **SPRINT** is exclusively responsible for all aspects of any similar **SPRINT**-offered program, including ensuring that any similar **SPRINT**-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 **SPRINT**'s End User or applicants are eligible to participate in such programs, submitting **SPRINT**'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 **SPRINT** 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 **SPRINT** for resale.

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

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

3.6 **SPRINT** shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 **SPRINT** 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 **SPRINT** 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 **SPRINT** under this Appendix for resale.

3.9 To the extent allowable by law, **SPRINT** shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to **SPRINT** for resale. **SPRINT** 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. **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** 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. **SPRINT** 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 **SPRINT** is in violation of a provision of this Attachment, **SBC 13-STATE** will notify **SPRINT** of the violation in writing. Such notice must describe the violation and refer to the specific provision being violated. At such time, **SPRINT** 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 **SPRINT** for the charges, if any, which should have been collected by **SBC 13STATE**. Should **SPRINT** 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 **SPRINT** for its own use or for the use of any of **SPRINT's** affiliates and/or subsidiaries or the use of **SPRINT**'s parent or any affiliate and/or subsidiary of **SPRINT**'s parent company, if any.

3.14 This section applies only to **SWBT-KS** and **SWBT-TX**:

3.14.1 **SPRINT** 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 **SPRINT** 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, **SPRINT** 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 **SPRINT** in connection with CSP Contract Conversions

3.14.4.1 **SPRINT** 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. **SPRINT** 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 **SPRINT** shall not charge **SPRINT**'s End User termination liability when an existing CSP contract between **SPRINT** 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 **SPRINT** End User(s) that has an existing CSP Contract, it is **SPRINT**'s responsibility to address assumption of the CSP contact and termination liability with the other reseller. **SPRINT** agrees that **SWBT-KS** or **SBC-TX** has no responsibilities in such a situation, and **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** and its End User at the time that **SPRINT**'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 **SPRINT** elects to terminate a **SBC-AMERITECH** retail contract which **SPRINT** had previously assumed, **SPRINT** will be assessed the applicable termination charges remaining unless **SPRINT** elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount **SPRINT** receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford **SPRINT**'s End Users the ability to make 911 calls. **SPRINT** 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**, **SPRINT** shall provide **SBC-13STATE** with accurate and complete information regarding **SPRINT**'s End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any **SPRINT** 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 **SPRINT** 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 **SPRINT**'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 **SPRINT** for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 **SPRINT** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in **SPRINT**'s End User listing information as provided to **SBC-13STATE** under this Appendix, and/or **SPRINT**'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, **SPRINT** 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 **SPRINT**'s End User listing information, including any error or omission related to non-published or non-listed End User listing information. **SPRINT** shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against **SPRINT** 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 **SPRINT**'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 **SPRINT**, in which event **SPRINT** 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 **SPRINT** 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, **SPRINT** 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 **SPRINT**'s order in bulk to an address specified by **SPRINT**.

4.5.1 If **SPRINT**'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 **SPRINT** for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide **SPRINT**'s End Users access to **SBC-13STATE** Directory Assistance services. **SPRINT** shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by **SPRINT**'s End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

4.7 **SBC-8STATE** will provide **SPRINT** with 1/8th page in each directory (where **SPRINT** has or plans to have local telephone exchange customers) for **SPRINT** to include **SPRINT** 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 **SPRINT**s. At its option, **SPRINT** 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 **SPRINT**'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 **SPRINT**'s request, subject to the guidelines set forth above.

4.8 At its request, **SPRINT** may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where **SPRINT** 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 **SPRINT** 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 **SPRINT** End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to **SPRINT** and/or **SPRINT** 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 **SPRINT** for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to **SPRINT**'s End Users to the same extent it provides OS to its own End Users. **SPRINT** shall pay the charges associated with the utilization of OS by **SPRINT**'s End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 **SBC-13STATE** shall also offer **SPRINT** the opportunity to customize route its End Users' DA/OS calls where technically feasible. **SPRINT** must have dedicated

transport at each End Office where customized routing is requested. **SPRINT** agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 **SPRINT** 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 **SPRINT** 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 **SPRINT**s 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 **SPRINT** by paying the Payphone Compensation to **SPRINT**, 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 **SPRINT** 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 **SPRINT** the Payphone Compensation due to **SPRINT**'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 **SPRINT** under this Appendix by crediting **SPRINT**'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 **SPRINT** if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.

4.12.7 Nothing in this Appendix entitles **SPRINT** 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 **SPRINT** represents and warrants that the only **SBC-13STATE** services that **SPRINT** 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, **SPRINT** shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the **SPRINT**'s customer for that Payphone Line. **SPRINT** 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 **SPRINT** 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 **SPRINT** shall pay the entire amount of such Payphone Compensation to the PSP that is **SPRINT**'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, **SPRINT** 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 **SPRINT**'s failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of **SPRINT** of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by **SPRINT**.

4.13 Suspension of Service

4.13.1 **SPRINT** 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 **SPRINT** local service provider initiated suspension service for **SPRINT**'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 **SPRINT** Handbooks.

4.13.2.1 **SPRINT** 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.

4.13.2.2 Should **SPRINT** 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, **SPRINT** 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 **SPRINT** suspend service for one of its End Users and subsequently issue a restoral order, **SPRINT** 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.

5. BRANDING

5.1 Except where otherwise required by law, **SPRINT** 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 **SPRINT** state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to **SPRINT**'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 **SPRINT**'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 **SPRINT** 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, **SPRINT** will receive the same brand for both DA and OS.

5.2.3 **SPRINT** 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 **SPRINT** 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 **SPRINT**'s name based upon the information provided by **SPRINT** and as outlined below:

5.3.1.1 **SBC-13STATE** - **SPRINT** will provide written specifications of its company name to be used by **SBC-13STATE** to create **SPRINT** specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the OSQ.

5.3.1.2 **SBC-13STATE** - **SPRINT** will provide recorded announcement(s) of its company name to be used to brand **SPRINT**'s OS/DA calls in accordance with the process outlined in the OSQ. **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** 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. **SPRINT** 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 **SPRINT**'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 **SPRINT**'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 **SPRINT** End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the **SPRINT**.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow **SPRINT** 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 **SPRINT**. However, **SPRINT** 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 **SPRINT** Handbook, available on-line, as amended by **SBC-13STATE.** All Parties agree to abide by the procedures contained therein.

7.2 **SPRINT** 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. **SPRINT** will be assigned customer contact center(s) when initial service agreements are made. **SPRINT** End Users calling **SBC-13STATE** will be referred to **SPRINT** at the number provided by **SPRINT**. Nothing herein shall be interpreted to authorize **SPRINT** 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 **SPRINT** 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 **SPRINT** with detailed billing information necessary for **SPRINT** to issue bill(s) to its End User(s). **SPRINT** 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 **SPRINT** elect to subscribe to the DUF, **SPRINT** 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 **SPRINT** 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 **SPRINT** for resale shall advise **SPRINT** of the category in which such new service

shall be placed, and the same discount already applicable to **SPRINT** in that category shall apply to the new service.

7.5 **SPRINT**'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 **SPRINT** of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of **SPRINT**'s End Users (whether that End User is the victim or the suspect) will be coordinated through **SPRINT**.

7.5.1 **SPRINT** 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 **SPRINT**'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, **SPRINT** 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 **SPRINT**'s resold lines. On no less than thirty (30) calendar days written notice, **SPRINT** may order **PACIFIC**'s TARS. In providing TARS to **SPRINT**, **PACIFIC** notifies **SPRINT** of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to **SPRINT** information on all 1+ alerts. **SPRINT** 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 **SPRINT** 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 **SPRINT** a non-exclusive right to use the information provided by **PACIFIC**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. **SPRINT** 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 **SPRINT** 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 **SPRINT**'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 **SPRINT** or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to **SPRINT**. **SPRINT** 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 **SPRINT**'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 **SPRINT** an optional service, Repair Transfer Service ("RTS"). In the event a **SPRINT**'s End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the **SPRINT** name and number and **PACIFIC** will automatically transfer the caller to the **SPRINT** designated 800/888 number for repair service. **SPRINT** must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the **SPRINT** name and 800/888 numbers for RTS to the **SPRINT** 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 SPRINT

8.1 Prior to submitting an order under this Appendix, **SPRINT** 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 **SPRINT** 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. **SPRINT** 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 **SPRINT**, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge **SPRINT** 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 **SPRINT** for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, **SPRINT** agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of **SPRINT**'s order coincident with or following processing **SPRINT**'s order. It shall

then be the responsibility of the former local service provider of record and **SPRINT** 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 **SPRINT**s 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 **SPRINT** is the current local service provider of record, and if **SPRINT** already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify **SPRINT** of such order coincident with or following processing such order. It shall be the responsibility of **SPRINT** 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 **SPRINT**s or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, **SPRINT** 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 **SPRINT**'s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. **SPRINT** 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." **SPRINT** agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides **SPRINT** no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to **SPRINT** a non-exclusive right to use the LDR information provided by **SBC-13STATE**. **SPRINT** will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 **SPRINT** 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 **SPRINT**'s location and its End Users' service locations; provided, however, **SPRINT** 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 **SPRINT** 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 **SPRINT**. All applicable rates and charges for services provided to **SPRINT** under this Appendix will be billed directly to **SPRINT** and shall be the responsibility of **SPRINT**; provided, however, that **SPRINT** 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 **SPRINT** for all services provided under this Appendix shall be paid by **SPRINT** regardless of **SPRINT**'s ability or inability to collect from its End Users for such services.

8.8 If **SPRINT** 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 **SPRINT** to order the appropriate toll restriction or blocking on lines resold to End Users. **SPRINT** 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. **SPRINT** 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 **SPRINT** 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 **SPRINT** shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that **SPRINT**'s End Users may use to contact **SPRINT** in the event that the End User desires a repair/service call.

8.10.1 In the event that **SPRINT**'s End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call **SPRINT** and may provide **SPRINT**'s contact number.

8.11 **SPRINT** acknowledges and agrees that, in the event **SPRINT** makes any "**SPRINT** 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, **SPRINT** 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 **SPRINT** 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 **SPRINT**'s best estimates and will include all resale products **SPRINT** 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.

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 **SPRINT**.. 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 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**.

2. SERVICE DESCRIPTION

2.1 **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 **SNET** and **SPRINT** will be on an individual case basis (ICB) due to the individual architectures of both **SPRINT** and **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-AMERITECH**, 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-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for **SPRINT** designation of signaling points associated with **SPRINT** 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 **SPRINT** 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-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of **SPRINT** and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to **SPRINT**s 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 **SPRINT** 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 **SPRINT** requires an interoffice facility to connect from the **SPRINT** SPOI to the STP building location.

2.5 **SPRINT** shall provide the portion of the signaling link from the **SPRINT** premises within the LATA to the **SBC-12STATE** STP location or the **SPRINT** SPOI. **SPRINT** shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 **SPRINT** 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 **SPRINT** 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, **SPRINT** 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-AMERITECH** 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 **PACIFIC**'s signaling network per **SPRINT** and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from **SPRINT** 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 **SPRINT** provides its own switch or STP, **SPRINT** will provide DS1 (1.544 Mbps) interfaces at the **SPRINT**-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through **SPRINT** 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 **SPRINT** desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, **SPRINT** must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 **SPRINT** assumes the responsibility to ensure diverse routing of **SPRINT** signaling links from **SPRINT** switch to **SPRINT** SPOI. **SBC-13STATESBC-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 **SPRINT** requests that **SBC-12STATE** add a Signaling Point Code (SPC), **SPRINT** will identify to **SBC-12STATE** the SPCs associated with the **SPRINT** 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 **SPRINT** will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in **SPRINT**'s use of such SS7 signaling network, including but not limited to any change in **SPRINT** 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 **SPRINT** to the destination defined by **PACIFIC**'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 **SPRINT** set of links will be routed to **SPRINT**..

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of **SPRINT** from a **SBC-12STATE** designated STP pair to a to a **SBC-12STATE** STP pair located in a different LATA. In the **SBC-AMERITECH** 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-AMERITECH** 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 **SPRINT** utilizes **SBC-12STATE**'s Local Switching Network Element, **SPRINT** does not separately order SS7 signaling under this method. **SPRINT** 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 **SPRINT** at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. **SPRINT** 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. **SPRINT** will pay a non-recurring charge when **SPRINT** 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 **SPRINT** 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-SWBT** 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 **SPRINT** shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs.**SBC-12STATE** shall provide information to **SPRINT** 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 **SPRINT** shall designate the signaling points and signaling point codes associated with **SPRINT**. **SPRINT** 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 **SPRINT** 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 **SPRINT** premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from **SPRINT**'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 **SPRINT**'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 **SPRINT** physical network from signaling point to signaling point for the link.

3.4.5 When **SPRINT** requires a STP Access Link, **SPRINT** 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 **SPRINT**, 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-AMERITECH** 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 **SPRINT** orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. RESPONSIBILITIES OF SPRINT

5.1 **SPRINT** shall provision the signaling links at **SPRINT**'s premises and from **SPRINT**'s premises to **SBC-7STATE**'s STP location in a diverse, reliable and technically feasible manner. **SPRINT** shall identify to **SBC-12STATE** the SPC(s) associated with the **SPRINT** set of links.

5.2 **SPRINT** shall identify to **SBC-12STATE** the GTT information for messages that route to **SPRINT**.

5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), **SPRINT** shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.

5.4 **SPRINT** 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 **SPRINT** 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 **SPRINT** shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in **SPRINT**'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 **SPRINT** to be forwarded to **SBC-12STATE**'s network. **SPRINT** 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-AMERITECH

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-AMERITECH** 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-AMERITECH** tandem for **SPRINT** to **SBC-AMERITECH** 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-AMERITECH** 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-AMERITECH** 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-AMERITECH** 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.

8.3.1 **SPRINT** 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 **SPRINT**.

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 **SPRINT** 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 **SPRINT** 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

SPRINT 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 **SPRINT** 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. **SPRINT** shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 **SPRINT** shall pay the GTT Addition rate element for the establishment of **SPRINT**'s GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. **SPRINT** shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 **SPRINT** 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 **SPRINT** 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 **SPRINT** 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 as provided in Section 2.9 of General Terms and Conditions.

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.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indian, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.

1.4 As used herein, **PACIFIC** means the ILEC doing business in California.

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 Agreement establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendices, 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 Agreement:

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 _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Agreement between the parties, the date of approval by the State Commission of the interconnection Agreement, 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 Agreement, this Appendix shall terminate upon the termination of the Interconnection Agreement 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 Agreement renews, if a part of the Interconnection Agreement.

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 good faith 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. The Attaching Party will not be compelled to remove its facilities so long as they are continuing good faith negotiations for continued access.

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 Agreement, 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 agreement of the parties.

5.2 Prior Agreements Superseded. This Agreement 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 Agreement, 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 Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Appendix.

5.5 Multiple Counterparts. This Agreement 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 Agreement 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 Agreement as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Agreement 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 Agreement, the validity of this Agreement, 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

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

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 Agreement, 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 agreement, if any. Except as otherwise expressly provided in this Agreement 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 Agreement, 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 Agreement 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's** Structure, **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.3 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 9.3. In no event shall **SBC-13STATE** be liable to Attaching Party under this Appendix 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 Appendix 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 Agreement.

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 Agreement 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 Appendix (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 Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix 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 Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix 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 Appendix 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 Appendix.

11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, 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 Agreement and all occupancy permits subject to this Agreement 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 Appendix 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 Appendix 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 Appendix. 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 Appendix, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Appendix shall not constitute a waiver or relinquishment of any term or condition of this Appendix, 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 Appendix 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 Appendix 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 Appendix, 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-PACIFIC ONLY**- In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** 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:

16.1.1 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";

16.1.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.1.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.1.4 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,

16.1.5 the **SBC-13STATE** Structure Access Guidelines

16.2 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.

16.2.1 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.

16.2.2 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.

16.2.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE'**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise Agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

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

19.2.2 **PACIFIC**: 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 **PACIFIC** 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 **PACIFIC**: 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.

***PACIFIC** 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 Appendix 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 60 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 Appendix.

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 Appendix, 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 Agreement. 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:

If to Attaching Party:

Name: Timothy Dismond

Title: Mgr. Real Estate Facilities

Firm: SPRINT

Address: 6160 SPRINT Pkwy., Bldg. 9

City/State/Zip: Overland Park, KS. 66251

Mailstop: KSOPHI 0306-3C380

If to SBC:

Name: _____

Title: _____

Firm: _____

Address: _____

City/State/Zip: _____

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 as set forth in Section 2.9 of the General Terms and Conditions.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (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 **SPRINT** with access to UNEs. CLECs (including **SPRINT**) seeking to provide local exchange service to End Users through use of multiple **SBC-13STATE** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **SPRINT** shall not combine Unbundled Network Elements 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**.** **SBC-13STATE** has no obligation under the Act to combine UNEs. **SBC-13STATE** will provide access to UNEs under the terms and conditions described below. **SBC-13STATE** is prohibited by FCC Rule and shall not separate requested network elements that are currently combined. There is no effective rule requiring **SBC-13STATE** to combine network elements that are not already combined. However, this issue is pending before the US Supreme Court in Iowa Utilities Board v. FCC. The parties agree to the extent that an effective Order of the US Supreme Court results in a modification of existing law with respect to **SBC-13STATE**'s obligation to combine network elements that are not already combined, the Parties shall incorporate such changes into this agreement within 30 days of the effective date. The Parties agree that throughout this agreement, the term UNE also refers to Combinations of UNEs as defined in this introductory paragraph.

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

2. GENERAL TERMS AND CONDITIONS

2.1 **SBC-13STATE** and **SPRINT** shall agree to connect **SPRINT**'s facilities (or facilities not owned by **SPRINT** but under **SPRINT**'s control) with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by **SPRINT** of a Telecommunications Service; provided, **SPRINT** shall certify to **SBC-13STATE** that the third party facility(ies) shall be used only for the purposes permitted by this Agreement, and **SPRINT** shall remain primarily obligated for all duties and responsibilities under this Agreement.

2.2 **SBC-13STATE** will provide **SPRINT** nondiscriminatory access to UNEs at any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

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

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

2.2.3 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.4 With technical information regarding **SBC-13STATE's** network facilities to enable **SPRINT** to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.5 Without limitations, restrictions, or requirements on requests that would impair **SPRINT's** ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.6 In a manner that allows **SPRINT** 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 Section 51.309(b));

2.2.7 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 Section 51.313(b));

2.2.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2));

2.2.9 Except upon request, **SBC-13STATE** shall not separate requested network elements that **SBC-13STATE** currently combines. (47 CFR § 51.315 (b)).

2.3 As provided for herein, **SBC-13STATE** will permit **SPRINT** exclusive use of an unbundled network facility for a period of time, and when **SPRINT** 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 consistent with 47 CFR § 51.309 (c), and as provided for in this Agreement.

2.5 Except to the extent specifically allowed and provided for by Applicable Law, and where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself (47 CFR § 51.311 (a), (b)) or any subsidiary, affiliate, or other party that is a Telecommunications Carrier.

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 **SPRINT** under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.8 Unbundled Network Elements 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.

2.9 **SBC-13STATE** will provide existing combinations of network elements to **SPRINT** consistent with **SBC-13STATE**'s obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by **SBC-13STATE** in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, **SBC-13STATE** will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the appropriate service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Sections 2.10 and 2.11 below.

2.10 When **SPRINT** orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than as specified in Section 2.9 above.

2.11 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when **SPRINT** orders all the **SBC-13STATE** Network Elements required to convert a **SBC-13STATE** end-user customer or a **SPRINT** resale customer to **SPRINT** unbundled Network Elements service (a) without any change in features or functionality that was being provided by **SBC-13STATE** (or by **SPRINT** on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the **SPRINT** OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to a **SPRINT** OS/DA platform from the relevant **SBC-13STATE** local switch, including **SPRINT**'s payment of all applicable charges to establish that routing.). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the **SBC-13STATE** local switch. **SBC-7STATE** will treat recent change orders necessary to provision **SPRINT** orders under this section at parity with recent change orders executed to serve **SBC-7STATE** end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

3. ACCESS TO UNEs

3.1 SBC will provide access to UNEs that are currently available within its network, as required by law.

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide **SPRINT** with access to UNEs and the conditions under which **SBC-13STATE** makes these methods available. These methods provide **SPRINT** access to multiple **SBC-13STATE** UNEs which **SPRINT** may then combine. The methods listed below provide **SPRINT** with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Central Office Based UNEs. Subject to availability of space and equipment, **SPRINT** may use the methods listed below to access and combine UNEs within a requested **SBC-13STATE** Central Office. **SPRINT**'s ability to access and combine UNEs include, but are not necessarily limited to, the following methods. Additional methods may be proposed by **SPRINT** via the BFR process set forth in this Agreement.

3.2.1.1(Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to **SPRINT**'s Physical Collocation Point of Termination (POT) when **SPRINT** is Physically collocated, in a caged, cageless, or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.2 (Method 2)

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

3.2.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to **SPRINT**'s UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property. Method 3 is only available when space is not available for Method 1 and 2.

3.2.2 Intentionally omitted.

3.2.3 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, **SPRINT** and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.

3.2.4 **SPRINT** shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.5 **SBC-13STATE** identification cards will be issued for any **SPRINT** employees who are designated by **SPRINT** as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to **SPRINT** employees with such identification.

3.2.6 **SPRINT** shall designate each network element being ordered from **SBC-13STATE**. **SPRINT** shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.7 **SBC-13STATE** will provide **SPRINT** with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.

3.2.8 **SPRINT** shall make arrangements for its own administrative telecommunication service (e.g. POTS service) at each facility and all materials needed by **SPRINT** at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.

3.2.9 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs via Method 2, above.

3.2.9.1 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).

3.2.9.2 **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 a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

3.2.9.3 **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. BONA FIDE REQUEST

4.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **SBC-SWBT**, **SBC-AMERITECH** and **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 **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 **PACIFIC** Territory. If **SPRINT** 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**.

4.2 **ITEM I**

SBC-SWBT, SBC-AMERITECH, NEVADA
Bona Fide Request Process

4.2.1 A Bona Fide Request (**"BFR"**) is the process by which **SPRINT** may request **SBC-SWBT, SBC-AMERITECH, NEVADA** to provide **SPRINT** access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of **SPRINT**'s request.

4.2.2 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.

4.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook. Included with the Application **SPRINT** shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

4.2.4 **SPRINT** is responsible for all costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, **SPRINT** has two options to compensate **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

4.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **SBC-SWBT, SBC-AMERITECH, NEVADA**'s preliminary

evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge **SPRINT** in excess of $2,000 to complete the Preliminary Analysis; or

4.2.4.2 Not make the $2,000 deposit, in which case **SPRINT** shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

4.2.5 If **SPRINT** submits a $ 2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the $2,000 deposit to **SPRINT**. 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 **SPRINT**, either be refunded or credited toward additional developmental costs authorized by **SPRINT**.

4.2.6 Upon written notice, **SPRINT** may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by **SPRINT**, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of **SPRINT**, either returned to **SPRINT** or credited toward additional developmental costs authorized by **SPRINT**.

4.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advice **SPRINT** of the need for any further information needed to process the Request. **SPRINT** acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

4.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to **SPRINT** a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to **SPRINT** or (ii) advise **SPRINT** that **SBC-SWBT, SBC-**

AMERITECH, NEVADA will not offer the Request. If **SBC-SWBT, SBC-AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, 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-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.

4.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, **SPRINT** may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, 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. **SPRINT**'s written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30) calendar days of **SPRINT**'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 **SPRINT** will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by **SPRINT** for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require **SPRINT** to submit a new BFR.

4.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to **SPRINT** a BFR Quote.

4.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, **SPRINT** must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, 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-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. **SPRINT** shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by **SPRINT**).

4.2.12 Unless **SPRINT** agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

4.2.13 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.

4.3* Item II
SNET Bona Fide Request Process

4.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:

4.3.2 Section 4.2.1 is amended to add the following: **SPRINT** may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

4.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, **SPRINT**'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.

4.3.2.2 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.

4.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

4.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.

4.3.3 Section 4.2.4 and 4.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.

4.3.4 Section 4.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to **SPRINT** but before **SPRINT**'s request for the

* Section 4.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

BFR Quote. Cancellation charges will apply after **SPRINT** submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to **SPRINT**. **SPRINT** shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from **SPRINT**. However, if **SNET** receives notification from **SPRINT** for cancellation of the BFR after receipt by **SPRINT** of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).

4.3.5 Section 4.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise **SPRINT** of the need for any further information needed to process the Request. **SPRINT** acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.

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

4.3.7 For **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 .

4.4 **Item III**
Pacific Bona Fide Request Process

4.4.1 The Bona Fide Request provisions set forth in Item I of Section 4 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

4.4.2 Section 4.2.1 is amended as follows: A Bona Fide Request (**"BFR"**) is the process by which **SPRINT** may request **PACIFIC** to provide **SPRINT** access to an additional or new, undefined UNE, or a combination of UNEs,

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* Section 4.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

interconnection arrangement, or other (a "Request"), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of **SPRINT**'s request.

4.4.3 Section 4.2.3 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.

4.4.4 Section 4.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to **SPRINT** a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. **SPRINT** 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).

4.4.5 If the BFR is denied, **PACIFIC** will notify **SPRINT** within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.

4.4.6 If **PACIFIC** refers **SPRINT** 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 **SPRINT** to submit the application for the alternate process.

5. ADJACENT LOCATION

5.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions under which **PACIFIC** offers the Adjacent Location Method.

5.2 The Adjacent Location Method allows **SPRINT** to access loops, switch ports, and dedicated transport for a **SPRINT** location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method PACIFIC UNEs will be extended to the adjacent location, via copper cabling provided by **SPRINT**, which **SPRINT** can then utilize to provide Telecommunications Service.

5.3 This method requires **SPRINT** to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. **SPRINT** shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

5.4 **SPRINT** will obtain all necessary rights of way, easements, and other third party permissions.

5.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:

5.5.1 **SPRINT** is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

5.6 The installation interval applies on an individual application basis. **SPRINT** 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.

5.7 **SPRINT** will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where **SPRINT** requests connection.

5.8 **SPRINT** will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

5.9 **SPRINT** should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

5.10 **SPRINT**'s employees, agents and contractors will be permitted to have access to **SPRINT**'s cable where it is delivered to **PACIFIC** (outside the entrance manhole). **SPRINT** is only able to enter the entrance manhole to splice under a duct lease agreement. If **SPRINT** leases ducts to get to the Central Office then **SPRINT** has the right to splice the manholes on the route, including the entrance manhole.

5.11 In order for **PACIFIC** to identify the entrance manhole for **SPRINT**, **SPRINT** must specify the direction from which the cable originates. **PACIFIC** 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, **SPRINT** will pay for the construction on an Outside Plant Custom Work Order.

5.12 **SPRINT** will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.

5.13 **SPRINT** will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in **SPRINT**'s facility.

5.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of **SPRINT**. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

5.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, **SPRINT** and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

5.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element 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. **SPRINT** access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

6.2 **SBC-12STATE** will permit **SPRINT** to connect its local loop to customers' inside wiring through **SBC-12STATE**'s NID. **SPRINT** must establish the connection to **SBC-12STATE**'s NID through an adjoining NID deployed by **SPRINT**. In this instance, **SPRINT** provides the cross-connect between the **SPRINT** NID and the customer's side of the **SBC-12STATE** NID and there is no charge to **SPRINT** by **SBC-12STATE**.

6.3 **SPRINT** may connect to the customer's inside wire at the **SBC-12STATE** NID, as is, at no charge to **SPRINT**. Any repairs, upgrade and rearrangements to the NID

required by **SPRINT** will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. **SBC-12STATE**, at the request of **SPRINT**, 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, **SPRINT** may provide its own NID, and

(1) connect directly with the end user's inside wire, or

(2) connect with the end user's inside wire via **SBC-12STATE**'s NID where necessary.

6.5 Upon the request of **SPRINT**, **SBC-13STATE** will place a NID equipped with a half ringer device, if one is not present, and **SPRINT** will pay all costs associated with the placement except when **SBC-13STATE** is dispatched on a repair, maintenance, or installation visit to the premise by **SPRINT**. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, **SBC 13STATE** will charge **SPRINT** for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in **SBC 13STATE** network, **SBC-13STATE** will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to **SPRINT**.

6.6 Upon request, **SBC-12STATE** will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.

6.7 **SPRINT** shall not attach to or disconnect **SBC-12STATE**'s ground. **SPRINT** shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. **SPRINT** shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to the applicable FCC rule, the local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User customer premises, including inside wire owned by **SBC-13STATE**. The local loop Network Element includes all features, functions and capabilities of such transmission facility. Those features, functions, and capability include, but are not limited to, dark fiber, attached electronics (except those electronics used in the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

7.3 The loop network element includes all features, functions and capabilities of the transmission facilities, owned by **SBC-13STATE**, between **SBC-13STATE**'s Main Distribution Frame or equivalent in the central office and the loop demarcation point at the customer premise.

7.4 Consistent with the requirements of the FCC's UNE Remand Order ¶167, in order for **SPRINT** to secure access to the loop's full functions and capabilities, **SBC-13STATE** shall, in certain instances, condition loops to attain such functionality and capabilities at the rates, terms, and conditions set forth in Appendix Pricing. The instances when loop conditioning is required are set forth in Appendix DSL.

7.5 **SBC-12STATE** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on for the following:

7.5.1 2-Wire Analog Loop

7.5.1.1 A 2-Wire analog loop is a voice grade transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.5.1.2 If **SPRINT** 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 loop or a universal digital loop carrier unbundled Loop at no additional charge to **SPRINT**. If, however, no spare unbundled Loop is available, **SBC-12STATE** will within forty-eight hours (48), excluding weekends and holidays, of **SPRINT**'s request, notify **SPRINT** of the lack of facilities.

7.5.2 4-Wire Analog Loop

7.5.2.1 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.

7.5.3 2-Wire Digital Loop

7.5.3.1 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 currently supports usable bandwidth up to 160 Kbps.

7.5.4 4-Wire Digital Loop

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 currently supports usable bandwidth up to 1.544 Mbps.

7.5.5 DSL-Capable Loop (See Appendix DSL)

8. SUB-LOOP ELEMENTS

8.1 **SPRINT** is entitled to the unbundling of any Subloop at any point determined by any state to be Technically Feasible. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff. An accessible terminal is any point on the loop where the technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. **SBC-13STATE** shall provide **SPRINT** non-discriminatory access to the Subloop Network Element at accessible terminals in **SBC-13STATE**'s outside plant, including but not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the Main Distribution Frame, the Remote Terminal, and the feeder/distribution interface.

8.1.1 Terms and conditions for subloop shall be as stated per the FCC's UNE Remand Order and as ordered by the Department in Docket Nos. 00-05-06 and 00-12-15. This Agreement shall be amended in accordance with the Intervening Law Section of the General Terms and Conditions following the later of the issuance or effective date of the tariff filed in compliance with the Department's order.

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.

8.5 Subloops are provided "as is" unless **SPRINT** 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 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 **SPRINT** 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

* May be located at Remote Terminal.
** Provided using the BFR Process. In addition, if **SPRINT** requests an Interconnection Point which has not been identified, **SPRINT** 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 **SPRINT** may request access to the following high-capacity subloop segments:

FROM:	TO:
1. CO Point of Termination (POT)	Remote Terminal
2. Remote Terminal	NID

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 and the Supplemental Clarification Order, June 2, 2000 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as may be herein after amended, modified, supplemented or clarified, 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).

8.11.1 Spare subloop(s) will be assigned to **SPRINT** only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.11.2 Provisioning intervals for subloops shall be governed by the **SPRINT** state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

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 **SPRINT** shall isolate trouble to the **SBC-12STATE** Subloop portion of **SPRINT**'s service before reporting trouble to **SBC-12STATE**.

8.12.3 **SBC12-STATE** shall charge **SPRINT** a Maintenance of Service Charge (MSC) when **SPRINT** dispatches SBC on a trouble report and the fault is determined to be in **SPRINT**'s portion of the loop. Such charges may be found in the individual state pricing appendices.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, **SPRINT** may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide **SPRINT** 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 **SPRINT** has a SAA, **SBC-13 STATE** 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 **SPRINT** cabling require replacement, **SBC-13STATE** will provide prompt

notification to **SPRINT** for **SPRINT** to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements

8.13.1 Prior to ordering subloop facilities, **SPRINT** will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or at **SPRINT's** option, 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. **SPRINT** 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 **SPRINT** 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 **SPRINT** 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. **SPRINT** will review and concur before **SBC-13STATE** proceeds. Each situation will be analyzed on a case-by-case basis.

8.13.7 **SPRINT** 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, **SPRINT** should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both **SPRINT** and **SBC-13STATE** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of **SPRINT** 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 **SPRINT** has provided proof that it has obtained necessary rights of way as defined in Section 9.13.

8.13.10 Upon completion of the construction activity, **SPRINT** will be allowed to test the installation with a **SBC-12STATE** technician. If **SPRINT** desires test access to the SAA, **SPRINT** 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 **SPRINT** 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 **SPRINT** expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, **SPRINT** shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. **SPRINT** would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused **SPRINT** 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. 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.

8.13.14 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 **SPRINT** 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. **SPRINT**'s Aerial cables should be aircore.

8.14.1.2 **SPRINT** may elect to place their cable to within 3 feet of the pad 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.

8.14.1.3 **SPRINT** may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI, which **SBC-12STATE** will splice to the **SPRINT** 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- When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the terminal or to construct an adjacent termination facility to accommodate Sprint's facilities for which **SPRINT** will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing **SPRINT** to terminate it's cable at the SAI/FDI.

8.15 RT (for DS3 Subloop)

8.15.1 **SPRINT** 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.

8.15.2 **SPRINT** may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the **SPRINT** 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) for **SPRINT** to gain access to subloops at remote terminals. This voluntary service is made available to **SPRINT** as a means of accessing the sub-loop in a manner 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) as set forth in Section 8.13 above.

9.2.1 **SPRINT** 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 **SPRINT** 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/Ameritech 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. **SBC-13STATE** will construct and own the engineering controlled splice.

9.2.4 If a second **CLEC** obtains space in an SAA with the new copper interface point at the ECS within two (2) years of the initial construction, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper, shall be reimbursed in equal proportion to remuneration received from the second **CLEC** for the space or lines used by the requesting carrier, unless the originally requested work must be discarded because of exhaust. Such reimbursement to **SPRINT** will be made within one hundred and twenty (120) days of the second **CLEC**'s cable being terminated in the ECS. If **SBC-13STATE** constructs space or places facilities beyond that requested to meet **SPRINT**'s request, **SBC-13STATE** shall be responsible for such additional costs.

9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.

9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days, or a date agreed to by the Parties, before access to the copper subloop or dark fiber is to be provisioned. 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-13STATE** will not begin any construction of the ECS until **SPRINT** has provided proof that it has obtained the necessary right of way as defined in Section 8.13.

9.2.7 In the event **SPRINT** 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 **SPRINT** of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by **SPRINT** 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 **SPRINT** 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 **SPRINT** may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to **SPRINT**'s SAA facility. This facility will be "dedicated" to **SPRINT** for subsequent subloop orders.

9.3.1.2 **SPRINT** 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 **SPRINT** will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to **SPRINT** between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 **SPRINT** may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate **SPRINT**'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 **SPRINT** must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. Sprint will designate which loops will be used for SBC-13STATE voice service associated with line shared subloops.

9.3.2.4 **SPRINT** will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** on a time and material basis derived from **SPRINT**'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 Subscriber Line Access Multiplexers ("DSLAMS") in Remote Terminals defined as Cabinets, Controlled Environmental Vaults ("CEVs") and/or Huts.

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 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 is defined as:

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 **SBC-13STATE** customers, such as a telephone number, white page listing, and dial tone.

11.1.3.2 access to OS/DA and 9-1-1;

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex; and

11.1.3.4 any technically feasible customized routing of OS, DA, and/or local traffic in **SBC-7STATE**;

11.1.3.5 blocking/screening; and

11.1.3.6 recording functions.

11.1.4 **SBC-7STATE** shall provide its standard non-branded recorded announcements and call progress tones to alert callers of call progress and disposition. **SPRINT** will use the BFR process to request exclusions of or modifications to existing announcements, or to request unique announcements.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all **SPRINT** traffic. Specific terms and conditions relating to Unbundled Local Switching -Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

11.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

11.2.3 ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.4 At **SBC-13STATE**'s discretion, upon not less than sixty (60) days' written notice to **SPRINT**, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to **SPRINT**'s 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 **SPRINT** 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 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) pursuant to the UNE Remand Order, the EEL would be available to **SPRINT** in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

11.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, **SPRINT** shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to **SPRINT** through pre-ordering process.

11.2.4.2 Nothing in this Section shall preclude **SPRINT** 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 Custom Routing is available upon **SPRINT** request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. **SPRINT** 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 Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

11.5 Switch Ports

11.5.1 In **SBC-7STATE**, a Switch Port is a termination point in the end office switch which includes the central office switch hardware and software required to access all features, functions and capabilities of the local switch, as technically feasible. The charges for Switch Ports are reflected in state specific Appendix Pricing. The Switch Port charge includes the charges for cross connection to the Main Distribution frame or DSX panel, and will permit the transmission or receipt of information over the **SBC-7STATE** local switching network or other networks that are interconnection with the **SBC-7STATE** network.

11.5.1.1 Line Switch Ports – **SBC-7STATE**

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. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and an Analog Line Port charge.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When **SPRINT** 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. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and a BRI Port charge.

11.6.1.2 Trunk Side Switch Ports – **SBC-7STATE**

11.6.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.6.1.2.2 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.

11.6.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

11.6.1.2.4 The Input/Output (I/O) Port provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port).

SPRINT must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports requested by **SPRINT** and not otherwise available shall be priced through the Bona Fide Request Process. This means that **SPRINT** does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

11.6.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

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 **SPRINT** subscribes to for the purpose of delivering traffic from/to a **SPRINT** 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-AMERITECH**. 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 **SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC-AMERITECH** provides to **SPRINT** 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 **SPRINT** to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** 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-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All **SPRINT** local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local **SPRINT** 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-STATE** 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 **SPRINT** purchases ULS-ST.

12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. **SPRINT** will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Tandem Switching

12.2.1 Tandem Switching is defined as:

12.2.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

12.2.1.2 the basic switching function of connecting trunks to trunks; and

12.2.1.3 all technically feasible functions that are centralized in tandem 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.

12.2.2 Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different **SPRINT** (e.g., between a **SPRINT** end office and the end office of another CLEC).

12.2.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed.

12.2.4 **SBC-13STATE** will perform testing through the Tandem Switching element for **SPRINT** in the same manner and frequency that it performs such testing for itself.

12.2.5 To the extent that **SBC-7STATE** manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow for **SPRINT** traffic.

12.2.6 Where **SBC-13STATE** provides the Local Switching Network element and the Tandem Switching Network element to **SPRINT** from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

12.2.7 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) network element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned or controlled by **SBC-12STATE**, or **SPRINT**, or between switches owned or controlled by **SBC-12STATE** or **SPRINT**. IOT will be provided only where such facilities exist. Other than as specifically set out elsewhere in this agreement, **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 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 **SPRINT** owned or provided switch. The Parties agree that UDT may not be used to replace access services for end users that are not **SPRINT**'s local subscribers. **SBC-13STATE** shall not restrict the type or jurisdiction of traffic originated by or terminating to **SPRINT**'s local subscribers that **SPRINT** may place on UDT facilities.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to **SPRINT** at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

13.3.3 If requested by **SPRINT**, **SBC-12STATE** shall provision Unbundled Dedicated Transport over existing **SBC-12STATE** SONET facilities which are not otherwise being used by **SBC-12STATE** to provide service. **SBC-12STATE** is not required to construct additional SONET facilities to satisfy **SPRINT**'s request for Unbundled Dedicated Transport.

13.3.4 UDT includes the following elements:

13.3.4.1 Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers.

13.3.4.2 Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to a location designated by **SPRINT.**

13.3.4.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade, including optical multiplexing (i.e., DS1/DS3/OC3/OC12/OC48) as an option on an unbundled basis.

13.3.4.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by **SPRINT** and only where such interoffice facilities exist at the time of the **SPRINT** 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 **SPRINT** shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for **SPRINT** specific diversity. **SBC-12STATE** will advise **SPRINT** of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until **SPRINT** accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until **SPRINT** 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 **SPRINT** 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 an option with the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by **SPRINT** shall be subject to additional charges as outlined in pricing schedule appendix.

13.7* **PACIFIC**

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 **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in **SPRINT**'s efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the **SPRINT** from the neighboring ILEC. It is the responsibility of **SPRINT** to negotiate with each ILEC individually, and to order each

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

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 **SPRINT**'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 **PACIFIC** 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: **PACIFIC** 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 **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **PACIFIC**'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 General

14.1.1 Dark fiber is spare fiber that has not been activated through connection to the electronics that "light it", and thereby rendering it capable of carrying communications services. (FCC UNE Remand Paragraph 174.) Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is to CLECs available as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.2 If lightguide cables physically appear at a remote terminal or customer premises (end user) even if not terminated on a fiber optic terminal, those fibers shall be inventoried as "spare."

14.1.3 Spare Dark Fiber is fiber that is spliced in all segments, point to point but not working. The loop fiber segment can be a segment between the serving central office and a remote terminal or a serving central office directly to a customer premise, and as set forth below in Loop Fiber. Interoffice dark fiber is a segment between two Central Offices. Spare fibers do not include fibers set aside and documented for **SBC-13STATE's** forecasted growth, defective fibers, nor fibers subscribed to by other carriers.

14.1.4 Maintenance spares shall be calculated by segment. No competitive local exchange carrier can obtain any more than 25% of the spare dark fiber contained in the segment. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 2 strands. Before fibers are ordered, **SBC-13STATE** must have an executed Interconnection Agreement with **SPRINT** providing for Dark Fiber.

14.2 Interoffice Dark Fiber

14.2.1 **SBC13-STATE** 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 **SBC13-STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC13-STATE** will offer its dark fiber to **SPRINT** when **SPRINT** has collocation space in both **SBC-13STATE** CO's where the fibers terminate.

14.2.2 **SBC-13STATE** will provide **SPRINT** with the ability to connect interoffice dark fiber. In each **SBC-13STATE** tandem or end office that serves as the point of termination for each interoffice dark fiber segment, **SBC-13STATE** will provide **SPRINT** an appropriate termination point on a distribution frame or its equivalent. In addition, 13STATE will provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.

14.2.3 **SPRINT** will submit dark fiber facility inquiry, giving **SPRINT's** specific point to point (A to Z) dark fiber requirements. If the dark fiber is available, **SPRINT** may place Access Service Request (ASR) for ordering. In order to secure dark fiber, **SPRINT** must place ASR request for available dark fiber. Dark Fiber will be assigned to **SPRINT** when an ASR is processed. Inquiry facility checks do not reserve Dark Fiber. When **SPRINT** submits a Dark Fiber inquiry, appropriate rates for the inquiry will be charged as outlined in Appendix Pricing.

14.3 Loop Fiber

14.3.1 **SBC-13STATE** will offer loop dark fiber as an unbundled network element. Loop dark fiber is a segment between the serving central office and an end user premise.

14.3.2 At Central Offices (CO's) the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is provided through the same arrangements as for other forms of Loop.

14.3.3 At remote terminals, CEVs and Huts, loop dark fiber will be terminated on an appropriate termination panel at the remote location. **SPRINT** access to the dark fiber will be provided through the same arrangements as for other forms of Sub-Loop.

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.

14.4.1.2.1 Dark Fiber sub-loop segments are explicitly governed by Sub-Loop Section of this APPENDIX and are limited to remote terminal/CEV/Hut outlined below.

14.4.1.2.2 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to **SPRINT** 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. **SPRINT** agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when **SPRINT** submits a request to provide a written estimate for sub-loop(s).

14.4.1.2.3 At **SBC-2STATE** Central Offices's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is

provided pursuant Method One which allows for approved collocation access.

14.5 Spare Fiber Inventory Availability

14.5.1 All available spare dark fiber will be offered as is, however **SPRINT** may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to **SPRINT** information regarding location, availability, and loss characteristics of dark fiber within ten (10) business days after receiving a dark fiber facilities actual request for service. No conditioning will be offered. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Spare fibers do not include maintenance spares, fibers set aside and documented for SBC's 12 month forecasted growth, defective fibers, or fibers subscribed to by other carriers. No competitive carrier can request any more than 25% of the spare dark fiber contained in the segment.

14.5.2 **SBC-13STATE** shall provide nondiscriminatory access to maintenance fibers as described herein. Maintenance fibers will be excluded from the spare fiber inventory as provided throughout this Section 11 only if **SBC-13STATE** provides the use of maintenance fibers to **SPRINT** on a nondiscriminatory basis with **SBC-13STATE**'s use or that of any other Telecommunications Carrier, including **SBC-13STATE** affiliates or subsidiaries. **SBC-13STATE**'s nondiscriminatory obligation does not have to be met, if **SPRINT**'s need for maintenance fiber (e.g., an outage) was caused by **SPRINT**'s own negligent or willful actions.

14.6 Quantities and Time Frames for ordering Dark Fiber

14.6.1 The minimum number of fiber strands that **SPRINT** can order is two, and must be ordered in multiples of two. The maximum number of fiber strands that **SPRINT** can lease is no greater than 25% of the spare facilities in the segment they are requesting. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities defined above.)

14.6.2 An Inquiry request for dark fibers from **SPRINT** for a particular segment will be responded to in terms of availability within 10 business days from receipt of valid inquiry request. **SBC-13STATE** will respond to **SPRINT**'s request for dark fiber, either accepting or rejecting the request. Any rejection will be accompanied by a Facility Check Response report setting forth the reasons for the rejection. Inquiry facility checks do not reserve Dark Fiber. In order to secure dark fiber, **SPRINT** must submit an ASR for available dark fiber. If available, Dark Fiber will be assigned to **SPRINT** when the ASR is processed.

14.7 Determining Spare Fibers

14.7.1 The **SBC-13STATE**'s organizations will inventory and track spare dark fibers. Spare fibers do not include the following:

14.7.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are as follows:

- 24 fiber cables and less: two maintenance spare fibers
- 36 & 48 fiber cables: four maintenance spare fibers
- 72 & 96 fiber cables: eight maintenance spare fibers
- 144 fibers: twelve maintenance spare fibers
- 216 fibers: 18 maintenance spares
- 288 fibers: 24 maintenance spares
- 432 fibers: 36 maintenance spares
- 864 fibers: 72 maintenance spares**.**

14.7.1.2 Defective fibers will be subtracted from inventory of spare fibers.

14.7.1.3 **SBC-13STATE** growth fibers. Fibers documented as reserved by **SBC-13STATE** to satisfy its obligation to provide service as a "carrier of last resort" within 12 months of the carrier's request.

14.7.1.4 Fibers subscribed to by other carriers.

14.7.2 The appropriate engineering organization will maintain records on each fiber optic cable for which **SPRINT** requests dark fiber.

14.7.3 **SPRINT** may not lease more than 25% of **SBC-13STATE** excess dark fiber capacity in a particular local loop or interoffice transport segment. If **SBC-13STATE** can demonstrate within a twelve (12) month period after the date of a provisioned dark fiber ASR, **SPRINT** is not using the leased dark fiber, **SBC-13STATE** may revoke the lease agreement with **SPRINT**, according to Section 14.7.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should **SPRINT** not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke **SPRINT**'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 **SPRINT**'s the right to use dark fiber, whether or not the dark fiber is being utilized by **SPRINT**, upon twelve (12) months' written notice to **SPRINT**. **SBC-12STATE** will provide an alternative facility for **SPRINT** with the same bandwidth **SPRINT** was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to **SPRINT** that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Limitations

14.9.1 Dark fiber is provided as is, however **SPRINT** may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to **SPRINT** information regarding location, availability, and loss characteristics of dark fiber on plant test date within fifteen (15) business days after receiving a dark fiber facilities actual request for service. Dark fiber provides **SPRINT** the ability to serve local telephone exchange service. Dark fiber is not permitted to be used for displacing **SBC-13STATE**'s existing tariffed access services except to the extent allowed by law.

14.10 Demarcation Points

14.10.1 Newly placed demarcation points at both central offices, remote terminals and customer premises will be in an **SBC-13STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.11 Installation and Maintenance

14.11.1 SBC will install demarcations and place the fiber jumpers from the fiber optic terminations to the demarcation point. **SPRINT** will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the **SPRINT** equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. 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 will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

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 **SPRINT** access to its Operations Support Systems Functions as outlined in Appendix OSS. In addition, **SBC-13STATE** shall provide nondiscriminatory access to loop qualification and pre-qualification databases under terms and conditions set forth in Appendix DSL.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **SBC-7STATE** UNE and a **SPRINT** 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 **SPRINT** to connect the **SBC-7STATE** UNE to other UNEs or to **SPRINT**'s own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of **SPRINT**, or to leave connected one UNE to another UNE on behalf of **SPRINT** 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 14.3, 14.4 and 14.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC-AMERITECH** and **SNET** refer to the applicable state tariff.

18.3 The applicable Loop cross connects for the purpose of **SPRINT** combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE

18.3.2 4 -Wire Analog Loop to UNE

18.3.3 2 -Wire Digital Loop to UNE

18.3.4 4 -Wire Digital Loop to UNE

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE for the purpose of **SPRINT** combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

18.4.1 DS-1 to UNE

18.4.2 DS-3 to UNE

18.5 The applicable Switch Port cross connects to the UNE for the purpose of **SPRINT** combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE

18.5.4 Analog DID Trunk Port

18.6 The applicable Loop cross connects for the purpose of **SPRINT** connecting a **SBC SWBT** and **NEVADA** Loop UNE to **SPRINT**'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 **SPRINT** connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to **SPRINT**'s Collocated facilities are as follows (cross Connects to Collocation are tariffed in **SBC-AMERITECH** and **SNET**):

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 Switch Port cross connects for the purpose of **SPRINT** connecting a **SBC-SWBT** and **NEVADA** Switch Port UNE to **SPRINT**'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 DS1 Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of **SPRINT** connecting a **PACIFIC** Loop, UDT or Switch Port UNE to a **SPRINT** Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC*

18.9.2 DS-0 EISCC*

8.9.3 DS-1 EISCC*

18.9.4 DS-3 EISCC*

* EISCC = Extended Interconnection Services Cross Connect

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs areas as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Loop with **SPRINT'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

* 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

18.12* The applicable Unbundled Dedicated TransPort cross connects to the Adjacent Location Method of accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Unbundled Dedicated Transport with **SPRINT'**s own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.12.2 DS-3 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 **SPRINT** combining a **PACIFIC** Switch Port with **SPRINT**'s own facilities point of access are as follows:

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 **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

19. SYNCHRONIZATION

19.1 Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

19.2 Where synchronization is provided, **SBC-13STATE** will provide synchronization to equipment that is owned by **SBC-13STATE** and is used to provide a network element to **SPRINT** in the same manner that **SBC-13STATE** provides synchronization to itself.

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 November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the 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 the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") 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, or that any UNE and/or UNE combination should be added to the list of UNEs identified in the UNE Remand Order, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, 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. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

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 provided in Section 2.9 of General Terms & Condition's.

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-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** 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-AMERITECH** 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-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

   CLEC A is charged:
   - ULS – T Usage

   SBC-AMERITECH 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-AMERITECH** 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-AMERITECH** 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 **SPRINT's** switched-based service or **SPRINT**s leasing of 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 **SPRINT**.

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 **SBC-AMERITECH**- Except where expressly stated, the terms and conditions for SPRINT's switch-based service, **SPRINT**'s leasing of unbundled switch ports, and conditions for including **SPRINT** End User listings in **SBC-AMERITECH** White Pages directories as well as distribution of such directories to **SPRINT** and/or **SPRINT** End User's is a product offering available through a non-regulated subsidiary of **SBC-AMERITECH.**

2. SERVICE PROVIDED

2.1 **SBC-8STATE** publishes White Pages (WP) directories for geographic areas in which **SPRINT** also provides local exchange telephone service, and **SPRINT** wishes to include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.

2.2 **SPRINT** also desires distribution to its End Users of the WP directories that include listings of **SPRINT**'s End Users.

2.3 Subject to **SBC-8STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-8STATE** will include in appropriate WP directories the primary alphabetical listings of all **SPRINT** End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time, and, unless otherwise specified in this Appendix, shall be applied on a nondiscriminatory basis throughout the term of this Agreement.

2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, **SPRINT** shall furnish to **SBC-8STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to **SPRINT** End Users located

within the local directory scope, along with such additional information as **SBC-8STATE** may require to prepare and print the alphabetical listings of said directory.

2.5 **SPRINT** may provide **SPRINT**'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 **SPRINT** may choose to have its End User listings alphabetically interfiled (interspersed) **SBC-8STATE** subscriber listings or published in a separate section of the WP directory. **SBC-8STATE**, at its option, may impose an additional charge associated with separating **SPRINT** End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, **SBC-8STATE** shall provide **SPRINT** a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each **SPRINT** End User. **SPRINT** shall review this verification list and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.

2.7 Each **SPRINT** 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**.** **SBC-8STATE** has no obligation to provide any additional White Page directories above the directories provided to **SPRINT** or **SPRINT** 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, **SPRINT** may provide to **SBC-8STATE** 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-8STATE** will deliver the remaining directories included in **SPRINT**'s order in bulk to an address specified by **SPRINT.**

2.8 **SBC-8STATE** will provide **SPRINT** with 1/8th page in each directory (where **SPRINT** has or plans to have local telephone exchange customers) for **SPRINT** to include **SPRINT** specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP 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. Sixty (60) calendar days prior to the directory close date, **SPRINT** 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 **SPRINT**'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 **SPRINT**'s request, subject to the guidelines set forth above.

2.9 At its request, **SPRINT** may purchase one one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where **SPRINT** 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, **SPRINT** shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 **SPRINT** authorizes **SBC-13STATE** to include and use the subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s appropriate printed 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 **SPRINT** 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 **SPRINT**'s subscriber listing information in **SBC-13STATE**'s current and future directory assistance and directory assistance related products and services.

3.2 At **SPRINT**'s written request, **SBC-8STATE** shall transmit **SPRINT**'s End User listing information to designated third party directory publishers (limited to publishers that **SBC-8STATE** transmits its own listing information) for a one-time administrative fee of one hundred dollars ($100.00) per occurrence, per directory publisher.

4. PRICING

4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If **SPRINT** provides its subscriber listing information to **SBC-8STATE**'s listings database, **SBC-8STATE** will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to **SPRINT** End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to **SPRINT**. Included in this rate, **SPRINT** will receive for its End User, one primary listing in **SBC-8STATE**'s WP directory, a listing in **SBC-8STATE**'s directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either **SPRINT**'s End Users, or in bulk to **SPRINT** location. **SBC-8STATE** has no obligation to warehouse WP directories for **SPRINT** or provide WP directories to **SPRINT**'s End Users subsequent to the annual distribution of newly published directories.

4.2 **SBC-8STATE** has no obligation to provide any additional WP directories above the number of directories forecast by **SPRINT** per Section 2.5 above. While **SBC-8STATE** has no obligation to provide WP directories to **SPRINT** or **SPRINT** End Users after the annual distribution of newly published directories, **SBC-8STATE**

will in good faith attempt to accommodate **SPRINT** requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, **SBC-8STATE** will provide the directories in bulk to **SPRINT** and will assess a per book charge.

4.3 Where a **SPRINT** End User requires additional listings to appear in the WP directory, **SBC-8STATE** will assess **SPRINT** a charge for such listings at existing **SBC-8STATE** tariff rates. An additional charge at **SBC-8STATE**'s tariff rate applies when **SPRINT** wishes to list an End User in **SBC-8STATE**'s directory assistance database but does not wish to have its End-User listed in **SBC-8STATE**'s WP directory. In addition, for those **SPRINT** End Users served by **SPRINT** via a **SBC-8STATE** unbundled switch port, **SPRINT** may elect to have its End User unlisted and the listing not published in **SBC-8STATE**'s WP directory at **SBC-8STATE**'s tariff rate for those nonpublished, nonlisted services.

4.4 For inclusion of **SPRINT** "Informational Page" in the WP directory**, SBC-8STATE** shall charge **SPRINT** an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

5.1 Except as stated in Section 3 herein, **SBC-8STATE** shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall **SBC-8STATE** authorize any other company or any person to use the subscriber listing information for any other purpose. **SBC-8STATE** shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures **SBC-8STATE** takes to protect its own listings from unauthorized use), whether by **SBC-8STATE**, its agents, employees or others.

6. LIABILITY

6.1 **SPRINT** hereby releases **SBC-8STATE** from any and all liability for damages due to errors or omissions in **SPRINT**'s subscriber listing information as provided to **SBC-8STATE** under this Appendix, and/or **SPRINT**'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 Except to the extent caused by gross negligence, or willful misconduct on the part of **SBC-8STATE, SPRINT** shall indemnify, protect, save harmless and defend **SBC-8STATE** (or **SBC-8STATE**'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 **SPRINT**'s subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. **SPRINT** shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against **SPRINT** and **SBC-8STATE**,

and/or against **SBC-8STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in **SPRINT**'s subscriber listing information in the WP directory, **SBC-8STATE** may, at its option, assume and undertake its own defense, or assist in the defense of **SPRINT**, in which event **SPRINT** shall reimburse **SBC-8STATE** for reasonable attorney's fees and other expenses incurred by **SBC-8STATE** 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-8STATE**'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 shall continue in force for one (1) year. Provided however, either Party may seek to terminate this Appendix by providing sixty (60) calendar days prior written notice by either Party to the other. Upon termination, **SBC-8STATE** shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **SPRINT**, and shall promptly return such subscriber listing information to **SPRINT**.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

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 the General Terms and Conditions.

APPENDIX WP

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**
SWBT				

1 Subject to Availability

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-AMERITECH** 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 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.

1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

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 owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.8 As used herein, **SBC-IL** means the applicable above listed ILEC(s) doing business in Illinois.

1.9 As used herein, **SBC-MI** means the applicable above listed ILEC(s) doing business in Michigan.

1.10 As used herein, **PACIFIC** means the applicable above listed ILEC(s) doing business in California.

1.11 As used herein, **NEVADA** means the applicable above listed ILEC(s) doing business in Nevada.

1.12 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.13 The prices at which **SBC-7STATE** and **SBC-AMERITECH** agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – 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 Ohio bell Telephone Company (Ameritech)
2.3.13 Michigan Bell Telephone Company (Ameritech)
2.3.14 Indiana Bell Telephone Company (Ameritech)
2.3.15 Illinois Bell Telephone Company (Ameritech)
2.3.16 Wisconsin Bell Telephone Company (Ameritech)
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company
2.3.21 Nevada Bell Telephone Company
2.3.22 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-SWBT 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-AMERITECH** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC-AMERITECH** and message which originate from **SBC-AMERITECH** and bill to CLEC. NICS messages must originate and bill within the same **SBC-AMERITECH** 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-AMERITECH**) Monthly Billing

4.1.1 Each month, **SBC-AMERITECH** 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-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 **SBC-AMERITECH** 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-AMERITECH** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC-AMERITECH** advise Telcordia Technologies to convert the RAO code.

4.1.6 CLEC subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO may continue this service using **SBC-AMERITECH** RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** 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-AMERITECH** 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-AMERITECH** and CLEC shall

send/receive data in EMI format. **SBC-AMERITECH** 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-AMERITECH** 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-AMERITECH** and the charges therefore deducted for reimbursement amount owing to **SBC-AMERITECH**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (**SBC-AMERITECH**) INTERCOMPANY SETTLEMENT (ICS)

4.2.1 **SBC-AMERITECH** 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-AMERITECH** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC-AMERITECH**) 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-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** State. For example, an alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** 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-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- **SBC-AMERITECH** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 In **SBC-SWBT**, 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-AMERITECH** 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-AMERITECH** 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-AMERITECH

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 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-12STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

1.3 **SBC-13STATE** agrees to provide **SPRINT** 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 **SPRINT** 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-13STATE's** F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-13STATE'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. 96-96 (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 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).

2.4 "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"), and Third Report and Order On Reconsideration in CC Docket on 98-147 and Fourth Report and Order on Reconsideration in CC Docket No.96-98 (rel. January 19, 2001)("Line Sharing Remand 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-13STATE** shall only make the HFPL available to **SPRINT** in those instances where **SBC-13STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 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.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "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).

2.8 "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."

2.9 "xDSL Capable Loop" is a loop that a **SPRINT** may use to deploy xDSL technologies.

2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between **SBC-13STATE**'s Technician, its Local Operations Center ("LOC"), and the **SPRINT** designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **SBC-13STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.12 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.

2.13 "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-13STATE**'s HFPL offering unless otherwise noted.

3.2 **SBC-13STATE** will provide a loop for **SPRINT** to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-13STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-13STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, **SPRINT** may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 Upon the request of **SPRINT**, **SBC-13STATE** will place a NID equipped with a half ringer device, if one is not present, and **SPRINT** will pay all costs associated with the placement except when **SBC-13STATE** is dispatched on a repair, maintenance, or installation visit to the premise by **SPRINT**. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, **SBC-13STATE** will charge **SPRINT** for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in **SBC-13STATE** network, **SBC-13STATE** will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to **SPRINT**.

3.4 **SBC-13STATE** shall not deny **SPRINT**'s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-13STATE** has demonstrated to the state commissions in accordance with FCC orders that **SPRINT**'s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.5 In the event **SPRINT** wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **SPRINT** will provide documentation describing that action to **SBC-13STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-13STATE**. 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.

3.6 In the event **SPRINT** 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 **SPRINT** 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.

3.7 Liability

3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether **SPRINT** or **SBC-13STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-13STATE** 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.

3.7.2 For any technology, **SPRINT**'s use of any **SBC-13STATE** network element, or 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 connecting and concurring carriers involved in **SBC-13STATE** services, cause damage to **SBC-13STATE**'s plant, impair the privacy of a communications carried over **SBC-13STATE**'s facilities or create hazards to employees or the public.

Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-13STATE** may discontinue or refuse service if **SPRINT** violates this provision, provided that such termination of service will be limited to **SPRINT**'s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-13STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, **SPRINT** demonstrates that their use of the network element is not the cause of the network harm. If **SBC-13STATE** does not believe **SPRINT** has made the sufficient showing of harm, or if **SPRINT** 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-13STATE** must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 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 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.

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 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, **SPRINT** will, at the time of ordering, notify **SBC-13STATE** as to the Power Spectral Density (PSD) mask of the technology **SPRINT** 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 **SPRINT** 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 will 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 at **SPRINT**'s request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a **SPRINT** 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 will 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 and will be performed at **SPRINT**'s request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-13STATE** 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-13STATE** will make the following options available to **SPRINT**:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, **SPRINT** has the option of requesting **SBC-13STATE** to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 **SPRINT** has the option of collocating a DSLAM in **SBC-13STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When **SPRINT** collocates its DSLAM at **SBC-13STATE** RTs, **SBC-13STATE** will provide **SPRINT** with unbundled access to subloops to allow **SPRINT** to access the copper wire portion of the loop.

4.1.4.3 Where **SPRINT** is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-13STATE** has placed a DSLAM in the RT, **SBC-13STATE** must unbundle and provide access to its packet switching. **SBC-13STATE** is relieved of this unbundling obligation only if it permits a requesting **SPRINT** to collocate its DSLAM in **SBC-13STATE**'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-13STATE** 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. **SPRINT** will provide **SBC-13STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology **SPRINT** will deploy. If the technology does not have a PSD mask, **SPRINT** shall provide **SBC-13STATE** 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-13STATE** traditional retail POTS services are disconnected, **SBC-13STATE** will notify **SPRINT** that POTS service is being disconnected. **SPRINT** 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 underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **SBC-13STATE** 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-13STATE** is not the retail POTS provider

4.5 **SPRINT** 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, 3, 2000.) Consistent with that Order, SWBT shall not be required to provide low frequency voice service to **SPRINT** "A" and high frequency data service to **SPRINT** "B" on the same loop. Any line splitting between two CLEC's shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SWBT splitters. **SPRINT** shall provide any splitters used for line splitting. To implement line splitting, **SPRINT** 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 Agreement.

4.6 **SBC-13STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-13STATE** shall be under no

obligation to provide HFPL where **SBC-13STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, **SPRINT** will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. **SPRINT** shall pay **SBC-13STATE** for conditioning performed at **SPRINT**'s request pursuant to Sections 7.1 and 7.2 below.

4.7 For each loop (including the HFPL), **SPRINT** shall at the time of ordering notify **SBC-13STATE** as to the PSD mask of the technology **SPRINT** intends to deploy on the loop. If and when a change in PSD mask is made, **SPRINT** will immediately notify **SBC-13STATE**. Likewise, **SBC-13STATE** will disclose to **SPRINT** 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-13STATE** 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), **SPRINT** shall provide **SBC-13STATE** 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 In the event that **SBC-13STATE** rejects a request by **SPRINT** for provisioning of advanced services, **SBC-13STATE** will disclose to the requesting **SPRINT** information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

4.9 **SBC-13STATE** will not deny a requesting **SPRINT**'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 **SPRINT** can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.9.1 Upon request by **SPRINT**, **SBC-13STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct **SPRINT**, at **SPRINT**'s expense, to a third party laboratory of **SPRINT**'s choice for such evaluation.

4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-13STATE** will provide a loop to support the new technology for **SPRINT** as follows:

4.9.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-13STATE** 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; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.9.2.2 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.

4.10 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-13STATE** or another **SPRINT** claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-13STATE** or that other **SPRINT** 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-13STATE** or a **SPRINT** 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.

4.11 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-13STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-13STATE** 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 Option 1: **SPRINT** will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in **SPRINT**s collocation arrangement area (whether caged or cageless) consistent with **SBC-13STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-**

13STATE will install, provision and maintain splitters under the terms of virtual collocation.

5.1.1.1 When physically collocated and choosing Option 1 above, 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 **SPRINT** will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by **SPRINT**s. It is recommended that **SPRINT** provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-13STATE** will install the splitter in an **SBC-13STATE** bay and **SBC-13STATE** will access the splitter on behalf of the **SPRINT** for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, provided however, SBC reserves the right to withdraw this voluntary offer upon a minimum of 6 months notification to **SPRINT**. SBC will determine where such SBC-owned splitters will be located in each central office. SBC- owned splitters will be placed in a common area accessible to **SPRINT**s if space is available. When placed in common areas accessible to **SPRINT**s, **SPRINT**s will have test access at the line side of the splitter. Upon **SPRINT**'s request, SBC will perform testing and repair at the SBC-owned splitter on behalf of **SPRINT**. In the event that no trouble is found at the time of testing by SBC, **SPRINT** shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. **SPRINT** will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: **SPRINT** will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). **SPRINT**'s failure to submit a forecast for a given office may affect provisioning intervals. In the event **SPRINT** fails to submit a forecast in a central office which does not have available splitter ports, SBC

shall have an additional ten (10) business days to install **SPRINT**'s line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in **SPRINT**s Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and **SPRINT**. As such, **SBC-13STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **SBC-13STATE**'s Operational Support Systems ("OSS").

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify **SPRINT** of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. **SPRINT** shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

5.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. In situations where **SPRINT** owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block

layouts will reflect standard recognizable arrangements that will work with **SBC-13STATE** Operations Support Systems ("OSS").

5.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.4 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

5.5 From time to time, **SBC-13STATE** may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by **SBC-13STATE** to last more than fifteen (15) minutes, SBC shall notify **SPRINT**.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **SBC-13STATE** will provide **SPRINT** with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-13STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, **SPRINT** will be given nondiscriminatory access to the same loop makeup information that **SBC-13STATE** is providing any other **SPRINT** and/or **SBC-13STATE**'s retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-13STATE**'s pre-qualification will provide a near real time response to **SPRINT** queries. Until replaced with OSS access as provided in 6.1, **SBC-13STATE** 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 **SPRINT** and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **SBC-13STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow **SPRINT**s, as well as **SBC-13STATE**'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 three separate pricing elements: mechanized, manual, and detailed 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-13STATE**'s electronic databases. **SPRINT** 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 requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. **SPRINT** will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. **SPRINT** will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to **SPRINT**.

6.4.2 If **SPRINT** elects to have **SBC-13STATE** 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-13STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, **SPRINT** may request that **SBC-13STATE** perform conditioning at charges set forth in Appendix Pricing. **SPRINT** may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if **SPRINT**'s requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop. However, should **SBC-13STATE** refuse **SPRINT**'s request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

7.1 Provisioning: **SBC-13STATE** will not guarantee that the local loop(s) ordered will perform as desired by **SPRINT** for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. **SPRINT**-requested testing by **SBC-13STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where **SPRINT** has requested that no conditioning be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at **SPRINT**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **SPRINT** any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-13STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to **SPRINT**.

7.2 Subject to Section 6.4.4 above, **SPRINT** shall designate, at **SPRINT**'s sole option, what loop conditioning **SBC-13STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

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.

7.4 The provisioning and installation interval for xDSL-capable loops and HFPL, 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 or HFPL), 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-13STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

7.5 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning 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-13STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon **SPRINT**'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.

7.6 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.7 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event **SPRINT**'s end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.8 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.9 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning 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.

7.10 **SPRINT**, 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-13STATE** and **SPRINT** agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-13STATE** provides HFPL, continuity is generally assumed as **SBC-13STATE** retail POTS service is operating at the time of the order. Generally, **SBC-13STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **SBC-13STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.2 Should **SPRINT** 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.

8.3 If the LSR was placed without a request for Acceptance Testing, and **SPRINT** 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.

8.4 Acceptance Testing Procedure:

8.4.1 Upon delivery of a loop to/for **SPRINT**, **SBC-13STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by **SPRINT** to initiate performance of a series of Acceptance Tests.

8.4.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-13STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.4.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-13STATE** field technician will not perform a short or open circuit due to technical limitations.

8.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, **SPRINT** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete the order. **SPRINT** will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.4.3 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 **SPRINT** 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 **SPRINT** representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-13STATE** will re-contact the **SPRINT** representative to repeat the Acceptance Test. When the aforementioned test parameters are met, **SPRINT** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete the order. If **SPRINT** xDSL service does not function as desired, yet test parameters are met, **SBC-13STATE** will still close the order. **SBC-13STATE** will not complete an order that fails Acceptance Testing.

8.4.4 Until such time as **SPRINT** and **SBC-13STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, **SPRINT** agrees to accept

2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-13STATE** agrees that should **SPRINT** open a trouble ticket and an **SBC-13STATE** 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-13STATE** fault), **SBC-13STATE**, upon **SPRINT** request, will adjust **SPRINT**'s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.4.5 **SBC-13STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by **SPRINT** when **SPRINT** cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill **SPRINT** as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.7 below.

8.4.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-13STATE** error as determined through standard testing procedures, **SPRINT** will be credited for the cost of the Acceptance Test. Additionally, **SPRINT** may request **SBC-13STATE** 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 8.7 below.

8.4.7 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.

8.5 Acceptance Testing Billing

8.5.1 **SPRINT** 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.

8.6 Cooperative Testing: **SBC-13STATE (SBC-AMERITECH/SBC-SNET/SBC-PACIFIC/SBC-NEVADA**

8.6.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact **SPRINT** for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.6.2 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.

8.6.2.1 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 **SPRINT** 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 **SPRINT** 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 **SPRINT** for another cooperative testing.

8.6.2.2 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by **SPRINT** when **SPRINT** cannot provide a "live" representative (through no answer or placement on hold) for **over ten (10) 30 (thirty)** minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill **SPRINT** as if the Cooperative Test had been completed. The **SBC-13STATE** field technician will call the LOC and the LOC will contact **SPRINT** for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.6.3 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by **SPRINT** when **SPRINT** cannot provide a "live" representative (through no answer or placement on hold) for over **ten (10) thirty (30)** minutes. **SBC-AMERITECH/SBC-PACIFIC/SBC-SNET/SBC-NEVADA** may then close the trouble ticket, document the time and reason, and may bill **SPRINT** as if the Cooperative Test had been completed.

8.7 The charges for Acceptance and Cooperative Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	$40.21/$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	$44.00	$23.00
SNET	**FCC No. 39; Sec. 8.3.1.B**	UBC+	**$57.36**	**$26.37**
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	$33.51	$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.
**Rates subject to tariff changes.

If requested by **SPRINT**, 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.

8.8 Line Sharing Turn-Up Testing Procedures:

8.8.1 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.

8.8.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.8.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. **SPRINT** will not be billed for the Line Sharing Turn-Up Test described in 8.7 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-13STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-13STATE** shall attempt to notify the end user and **SPRINT** for

permission any time **SBC-13STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-13STATE** 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. Rather such commitments are contained in Appendix Performance Measurements.

9.3 **SBC-13STATE** will provide resolution of **SPRINT**-referred trouble tickets for the HFPL in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If **SPRINT** opens a trouble ticket for the HFPL portion of the loop to **SBC-13STATE** and the problem is determined to be in **SPRINT**'s network, **SPRINT** will pay **SBC-13STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.7 above) upon closing the trouble ticket.

9.3.2 SBC-owned line splitters:

9.3.2.1 **SBC-13STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-13STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by **SPRINT** where the voice service has not been impacted after such trouble has been isolated to the **SBC-13STATE** central office.

9.3.3 **SPRINT**-owned line splitters:

9.3.3.1 If **SBC-13STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by **SPRINT** data equipment or splitter, **SBC-13STATE** will notify **SPRINT** and request a trouble ticket and a committed restoration time from **SPRINT** for clearing the reported trouble.

9.3.4 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 **SPRINT**. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either **SPRINT** or **SBC-13STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-13STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When **SPRINT** resolves the trouble condition in its equipment, **SPRINT** will contact **SBC-13STATE** to restore the HFPL.

9.3.6 In the event the trouble is identified and corrected in **SPRINT** equipment, **SBC-13STATE** will charge **SPRINT** 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 **SPRINT** has requested recommended conditioning not be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at **SPRINT**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **SPRINT** any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-13STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

9.5 **SBC-13STATE** will provide **SPRINT** access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a **SPRINT** utilizing MLT intrusive test scripts, **SPRINT** 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. **SPRINT** 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. **SPRINT** 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 **SPRINT**'s trouble documentation for non-mechanized tests.

9.6 **SPRINT** 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-13STATE** facilities and hereby agrees to release, defend and indemnify **SBC-13STATE**, and hold **SBC-13STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-13STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by **SPRINT**.

9.7 **SBC-13STATE** will not guarantee that the local loop (s) ordered will perform as desired by **SPRINT** for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. **SPRINT**-requested testing by **SBC-13STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 **SPRINT** shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-13STATE**.

10. SPECTRUM MANAGEMENT

10.1 **SPRINT** will advise **SBC-13STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. **SPRINT**, 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, **SPRINT** will notify **SBC-13STATE** as to the type of PSD mask **SPRINT** intends to use on the ordering form, and if and when a change in PSD mask is made, **SPRINT** will notify **SBC-13STATE**. **SPRINT** will abide by standards pertinent for the designated PSD mask type.

10.2 **SBC-13STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-13STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-13STATE** shall not deny **SPRINT** a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-13STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a **SPRINT** or by **SBC-13STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-13STATE** and **SPRINT** will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-13STATE** will, upon request from **SPRINT**, 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-13STATE** and **SPRINT** 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-13STATE** and/or **SPRINT** 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 the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject

to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 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), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") 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 invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. 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.

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 as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX LIDB – AS

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APPENDIX LIDB-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 **SPRINT**.

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 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). 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 **SPRINT**'s data storage and administration of **SPRINT**'s Line Records for accounts provided using **SBC-AMERITECH**'s and/or **SNET**'s unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between **SPRINT** and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 2.1.

2. DEFINITIONS

2.1 **"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.

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 **"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 Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** STP to the SCP where LIDB resides and back.

2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH's** LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT** to update its Line Records with new or different information. .

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides **SPRINT** with the capability to access, create, modify or update **SPRINT**'s Line Record Information in LIDB when such records are associated with **SPRINT**'s subscriber accounts that are provided only on **SPRINT**'s own end office switch.

4.2 **SPRINT** cannot use any of the unbundled, electronic interfaces **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides under this Appendix to access any Line Records **SPRINT** might have in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB that are administered by a company other than **SPRINT**. This includes, but is not limited to, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** retail accounts, **SPRINT**'s accounts administered by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 CLEC's with unbundled access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB administrative systems that is equivalent to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s own service order entry process. Service Order Entry Interface allows **SPRINT** to electronically transmit properly formatted records from **SPRINT**'s service order process or other data source into the LIDB administrative system. **SBC-SWBT** also provides the Service Order Entry Interface to requesting **SPRINT**s that use **SBC-SWBT**'s UNE local switch ports. **PACIFIC**, **SBC-AMERITECH**, and **SNET** will also provide 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 **SPRINT** will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**with a security gateway for **SPRINT**'s access to the Service Order Entry Interface. The RAF will verify the validity of **SPRINT**'s transmissions and limit **SPRINT**'s access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s Service Order Entry Interface. **SPRINT** does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will provide **SPRINT** with the file transfer protocol specifications **SPRINT** will use to administer **SPRINT**'s data over the Service Order Entry Interface. **SPRINT** acknowledges that transmission in such specified protocol is necessary for **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to provide **SPRINT** with Data Base Administration and Storage.

4.3.1.4 **SPRINT** can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB administrative system or **SPRINT** can choose to use this interface in conjunction with the Interactive Interface **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**provides under this Appendix. **SPRINT** understands that if it chooses to use only the Service Order Entry Interface, **SPRINT** will not have access to any data administration capabilities available solely to the Interactive Interface that **SPRINT** has chosen not to use.

4.3.1.5 **SPRINT** understands and agrees that its access to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** for administration.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides **SPRINT** with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides **SPRINT** with the ability to have its own personnel access **SPRINT**'s records via an application screen that is presented on a computer monitor. Once **SPRINT** has accessed one of its Line Records, **SPRINT** can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide **SPRINT** with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 **SPRINT**'s access to the LIDB administrative system through the Interactive Interface will be limited to **SPRINT**'s subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.

4.3.2.3 **SPRINT**'s access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for **SPRINT**'s access to the Interactive Interface. The RAF will verify the validity of **SPRINT**'s transmissions and limit **SPRINT**'s access to the Interactive Interface and the LIDB administrative system. **SPRINT** does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 **SPRINT** will use hardware and software that is compatible with the LIDB administrative system **SPRINT** will access through the Interactive Interface.

4.3.2.5 **SPRINT** can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or **SPRINT** can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-**

SWBT, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides under this Appendix. **SPRINT** understands and agrees that if it chooses to use only the Interactive Interface, **SPRINT** will not have access to any data administration capabilities available solely to the Service Order Entry Interface that **SPRINT** has chosen not to use.

4.4 Tape Load Facility Interface (applies to SBC-SWBT only)

4.4.1 Tape Load Facility Interface provides **SPRINT** with unbundled access to Tape Load facilities in those **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows **SPRINT** to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as **SPRINT**'s initial load of data, updating **SPRINT**'s entire data store for a new LIDB capability, and when **SPRINT**'s updates exceed one hundred thousand (100,000) Line Records over and above **SPRINT**'s normal daily update processing.

4.4.4 **SPRINT** can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 **SPRINT** will create and deliver one set of tape(s) to **SBC-SWBT**'s Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, **SBC-SWBT** will load **SPRINT**'s updates into LVAS. **SPRINT** will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-SWBT** will use these tapes to update or create **SPRINT**'s records in LVAS. **SBC-SWBT** will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 **SBC-SWBT** will provide **SPRINT** with record format and hardware requirements for such tapes and **SPRINT** will comply with such documentation in creating its tapes. **SBC-SWBT** will also provide **SPRINT** with the name and address of **SBC-**

SWBT's LVAS System Administrator to whom **SPRINT** will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows **SPRINT** to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires **SPRINT** to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, **SBC-SWBT** will load **SPRINT**'s updates directly into LIDB and LVAS. **SPRINT** will provide **SBC-SWBT** with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. **SBC-SWBT** will provide **SPRINT** with record format and hardware requirements for the tape load as well as the name and address where **SPRINT** will deliver each set of tapes.

4.4.6.2 **SBC-SWBT** and **SPRINT** will negotiate mutually agreed upon dates and times for tape loads of **SPRINT**'s data.

4.4.6.3 **SPRINT** will use the Tape Load Facility Interface only for **SPRINT**'s subscribers' Line Records. **SPRINT** will not use the Tape Load Facility Interface to modify any Group Record nor will **SPRINT** use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides **SPRINT** with unbundled access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB Editor that is equivalent to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s manner of access. LIDB Editor provides **SPRINT** with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**will also provide **SPRINT** with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow **SPRINT** to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**employees. **SPRINT** will have access to such **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** employees only for the same purposes that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** has access to LIDB Editor.

4.5.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**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 **SPRINT** understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When **SPRINT** uses the LIDB Editor Interface, **SPRINT** agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** at the time **SPRINT** makes its update request. **SPRINT** and **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will use such documentation to resolve any update disputes regarding **SPRINT**'s use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. **SPRINT** agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method **SPRINT** uses for its ongoing Line Record administration) once administrative system update capability is restored. **SPRINT** understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**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 administrative system match the source of the Account Owner's Line Records.

4.6.2.2 The source of Account Owners' Line Records that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** administers through a service order process will be the **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**will provide **SPRINT** with a file containing all of **SPRINT**'s Line Records in LIDB that **SPRINT** administers through unbundled electronic interface(s). **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will deliver such file(s) to **SPRINT** electronically over the Service Order Entry Interface.

4.6.2.4 **SPRINT** will use the file **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** provides in Section 4.6.2.3 to audit **SPRINT**'s LIDB accounts against **SPRINT**'s data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. **SPRINT** will correct all discrepancies using the unbundled electronic interface(s) **SPRINT** has requested under this Appendix.

4.6.2.5 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with a source audit file once per year. Such audit files will represent **SPRINT**'s entire data store of Line Records to which **SPRINT** has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) **SPRINT** can request additional source audit files and **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will work cooperatively to accommodate all reasonable **SPRINT** requests for such additional source audit files.

4.7 LSR Process

4.7.1 The LSR Process allows **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to create and administer **SPRINT**'s data on **SPRINT**'s behalf through a bundled service order flow. The LSR Process is only

available to **SPRINT** when **SPRINT** is providing service to end users using **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB administrative system. **SPRINT** can obtain access to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB administrative system LVAS only through the electronic unbundled interfaces **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** offers in Section 4.3 of this Appendix.

4.7.3 **SPRINT** will not have direct access to any of its records that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** administers through the LSR Process.

4.7.4 **SPRINT** will provide complete information in its LSR to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** so that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** can populate **SPRINT**'s line record completely and accurately. If **SPRINT**'s LSR does not contain information needed to populate a data element in LIDB, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will populate such data element with **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**-defined default information. Such default derivation will apply to all **SPRINT**s using the LSR Process that also omit said data element. Use of default information does not relieve **SPRINT** of its responsibility for providing **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** complete and accurate information in LIDB. In the event **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** populates **SPRINT**'s Line Records with default information under this paragraph, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s gross negligence or willful misconduct.

4.7.5 The following applies only to **SBC-SWBT**.

4.7.5.1 **SBC-SWBT** will transfer LIDB Line Records between local service providers (including **SBC-SWBT**) based on conversion activity either "as is" or "with changes".

4.7.5.2 **SPRINT** will identify through a registration form that **SBC-SWBT** will provide to **SPRINT**, how **SPRINT**'s Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If **SPRINT** has operational unbundled electronic interfaces, **SPRINT** can identify whether **SBC-SWBT**

will create LIDB Line Records based on an LSR for new connect activity or **SPRINT** will create such Line Records.

4.7.5.4 Conversion Activity. **SPRINT** will identify whether **SBC-SWBT** will convert LIDB Line Records from a previous local service provider (including **SBC-SWBT**) to **SPRINT** with changes to end user information or without changes to end user information. If **SPRINT** has operational, unbundled electronic interfaces and **SPRINT** so desires, **SPRINT** can choose to have **SBC-SWBT** delete LIDB Line Records rather than transfer such records to **SPRINT** from the previous local service provider (including **SBC-SWBT**).

4.7.5.5 Ongoing Administration. **SPRINT** will identify whether ongoing administration of its Line Records will be done by **SPRINT** directly through its unbundled electronic interface or whether ongoing administration will be done by **SBC-SWBT** based on an LSR submitted by **SPRINT**.

4.8 Fraud Monitoring

4.8.1 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s fraud monitoring system(s) provides **SPRINT** with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide to **SPRINT**, on request, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** provides for LIDB data administration when **SPRINT** chooses to use such interfaces.

5.2 **SPRINT** will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will input information provided by **SPRINT** into LIDB for the NPA-NXXs and/or NXX-0/1XXs that **SPRINT** will store in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB. **SPRINT** shall provide all information needed by **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to fully and accurately populate 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 **SPRINT** will furnish, prior to the initial load of **SPRINT**'s data, and as requested by **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of **SPRINT** information, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will notify **SPRINT** of its intent to not provide to **SPRINT** the Services under this Appendix and this Appendix will be void.

5.6 **SPRINT** may submit updated or changed forecasts due to unforeseen events at any time and **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** encourages **SPRINT** to submit such forecasts as soon as practical. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** has reason to believe there may be significant error in **SPRINT**'s latest forecast.

5.7 **SPRINT** will furnish all Line Records and Group Records in a format required by **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 **SPRINT** is solely responsible for all Line Records for which **SPRINT** is the Account Owner. This includes all data, data administration, Line Records that **SPRINT** creates, Line Records that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** creates on **SPRINT**'s behalf, or Line Records that are transferred to **SPRINT** as a result of **SPRINT** becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which **SPRINT** can directly administer its Line Records in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB.

5.10 If **SPRINT** resells the services associated with its Line Records to a third party, and those Line Records remain in an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB, **SPRINT** will administer those records through the unbundled electronic interfaces **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 **SPRINT** will administer its data in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB in such a manner that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s accuracy of response information and consistency of available data is not adversely impacted.

5.12 **SPRINT** will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If **SPRINT** has operational unbundled electronic interfaces and **SPRINT** has chosen to create its own records in LIDB, **SPRINT** will create its records within twenty-four (24) hours of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'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.

5.14 If **SPRINT** administers its Line Records directly through unbundled electronic interfaces and **SPRINT** does not provide service using an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s UNE local switching port, **SPRINT** will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. **SPRINT** will delete such Line Records within twenty-four (24) hours of disconnection.

5.15 **SPRINT** will also delete Line Records from **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB when **SPRINT** migrates Line Record from an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB to another LIDB or LIDB-like Database unless **SPRINT** otherwise arrange with **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** to delete such records on **SPRINT**'s behalf.

5.16 If **SPRINT** begins providing local services before **SPRINT** completes and returns to **SBC-SWBT** its LSR Process registration form, **SBC-SWBT** will treat

SPRINT's LSRs as if **SPRINT** had elected to administer all activity on its Line Records directly through an unbundled electronic interface.

5.17 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide the capability needed to perform query/response functions on a call-by-call basis for **SPRINT**'s Line Records residing in an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** LIDB.

5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** practices. The Parties acknowledge that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** may change those practices from time to time.

5.19 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-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB is the responsibility of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**. **SPRINT** acknowledges and agrees that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by **SPRINT** over unbundled electronic interfaces. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will limit such access to those actions necessary to ensure the successful operation and administration of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s SCP and LIDB.

5.20 If **SPRINT** creates its Line Records directly through unbundled electronic interfaces, **SPRINT** 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. **SPRINT** will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if **SPRINT** will perform ongoing administration of its Line Records directly through unbundled electronic interfaces

5.21 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will, at its sole discretion, allow or negotiate any access to an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB. **SPRINT** does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB. **SPRINT** acknowledges that when **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** allows an entity to access **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB, such query originators will also have access to **SPRINT**'s data that is also stored in such **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB.

5.22 The following applies only to **SBC-SWBT**

5.22.1 **SBC-SWBT** will identify Line Records it transfers to **SPRINT**'s ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. **SPRINT** 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 **SPRINT** does not make its confirmation within seven (7) days, of the transfer, **SBC-SWBT** will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, **SBC-SWBT** will consider the Line Record abandoned by **SPRINT** 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-SWBT** will count the day of the record's creation as zero (0). **SBC-SWBT**'s ability to delete such Line Records does not relieve **SPRINT** of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If **SPRINT** elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to **SPRINT** as a result of routine LSR activity, and **SPRINT** elects to have such records transferred without changes to end-user data, **SBC-SWBT** will transfer all pre-existing end-user information, including calling card information, to **SPRINT**'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 **SPRINT** on its LSR, or default information created from a lack of **SPRINT**'s entry of data.

5.22.3 If **SPRINT** elects to have **SBC-SWBT** transfer ownership of LIDB Line Records to **SPRINT** as a result of routine LSR activity and **SPRINT** elects to have such records transferred with changes to end-user data, **SBC-SWBT** will change every data element in the LIDB Line Record as part of the transfer of ownership. However, **SBC-SWBT** will not mark such records as transitional. **SBC-SWBT** will change all LIDB Line Record data elements on such changes based on **SPRINT**'s LSR that initiated the Line Record's transfer of ownership. If **SPRINT** did not populate all LIDB data elements on its LSR, **SBC-SWBT** will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

6.1 If **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** provides **SPRINT** with compensation for data access as set forth in Section 7, **SBC-SWBT, PACIFIC,**

SNET, SBC-AMERITECH will provide such data, as is reasonably necessary, to enable **SPRINT** to substantiate Query volumes of **SPRINT** Line Records residing in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB.

6.2 When **SBC-13STATE** or a third party queries **SPRINT**'s data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, **SPRINT** will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 **SPRINT** will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

6.2.2 **SPRINT** 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.

6.3 **SPRINT** understands that if **SPRINT** chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to **SPRINT**'s subscribers.

6.4 **SNET** will charge **SPRINT** a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by **SPRINT** and incurred by **SNET** during Service set up shall be passed on to **SPRINT** on an individual case basis. **SPRINT** shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by **SNET** and billed to **SPRINT**, in accordance with **SNET**'s invoice.

7. COMPENSATION OPTION

7.1 **SPRINT** may elect to receive compensation from **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** for access to **SPRINT**'s data in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB only as set forth in this Section, Section 7, of this Appendix. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** offers the terms of Section 7 as a package and such terms are contingent upon **SPRINT**'s acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not provide compensation to **SPRINT** for access of **SPRINT**'s data in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB other than via this Compensation Option.

7.2 Until **PACIFIC** and **SBC-SWBT** have the technical ability to identify record ownership of all Line Records in LIDB, and until **PACIFIC** and **SBC-SWBT** have developed billing processes to provide compensation for access to **SPRINT**s data, **PACIFIC** and **SPRINT** and/or **SBC-SWBT** and **SPRINT** will mutually

agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 **SNET**

7.2.1.1	Validation Query	$.038 per Query
7.2.1.2	CNAM Query	$.016 per Query

7.2.2 **SBC-SWBT**

7.2.2.1	Validation Query	$.026 per Query
7.2.2.2	CNAM Query	$.0036 per Query
7.2.2.3	OLNS Query	$.0055 per Query
7.2.2.4	Query Transport	$.0044 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.1	Validation Query	$.017228 per Query
7.2.3.2	CNAM Query	$.012 per Query
7.2.3.3	Query Transport	$.00012 per Query

7.2.4 **PACIFIC**

7.2.4.1	Validation Query	$.021 per Query
7.2.4.2	CNAM Query	$.008 per Query
7.2.4.3	OLNS Query	$.012 per Query
7.2.4.4	Query Transport	$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will credit **SPRINT** for each query against **SPRINT**'s non-resold Line Records in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to **SPRINT**

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to **SPRINT**'s Line Records multiplied by the Per Query Charge, multiplied by **SPRINT**'s percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1	Validation	$.01216 per Query
7.3.2.2	CNAM	$.0032 per Query
7.3.2.3	OLNS	$.00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1	Validation	$.0025 per Query
7.3.3.2	CNAM	$.005 per Query

7.3.3.3 During the month when CNAM Queries to **SPRINT**'s non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **SBC-AMERITECH** will credit customer $.006 per Query.

7.3.3.4 During the month when CNAM Queries to **SPRINT**'s non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **SBC-AMERITECH** will credit customer $.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1	Validation	$.008508 per Query
7.3.4.2	CNAM	$.0032 per Query
7.3.4.3	OLNS	$.004908 per Query

7.4 **PACIFIC** and **SBC-SWBT** will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for **SPRINT**. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 **SBC-AMERITECH** will charge **SPRINT** $2.00 for every Line Record update it accepts from **SPRINT** via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

10.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction 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-SWBT, PACIFIC, SNET, SBC-AMERITECH.** Any such losses or damages for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

10.2 In addition to any other limitations of liability set forth in this Agreement, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not be liable for any losses or damages arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s administration of Sleuth or Automatic Fraud Monitoring systems.

10.3 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is found liable as a result of its sole negligence.

10.4 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s administration of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'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-SWBT, PACIFIC, SNET, SBC-AMERITECH** is found liable as a result of its gross negligence or willful misconduct.

10.5 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SPRINT**'s administration of its data or failure to administer its data under this Appendix.

10.6 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SPRINT**'s refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

11.1 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** 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 SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY **SPRINT** WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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, as provided in Section 2.9 of the General Terms and Conditions.

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 **SPRINT**.

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 (which excludes NEVADA in this Appendix), SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH**.

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 **SPRINT** with certain line information that **SPRINT** may use to facilitate completion of calls or services. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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-AMERITECH**)

3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)

3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)

3.2 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will provide **SPRINT** with access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows **SPRINT** to retrieve the name associated with a calling number for use in **SPRINT**'s Calling Name Delivery Service (CNDS).

3.3 All **SPRINT** CNAM Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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. **SPRINT** acknowledges that such subsystem number and translation type values are necessary for **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to properly process Queries to its CNAM Database.

3.4 **SPRINT** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network. **SPRINT** further agrees that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network to guard against these detrimental effects. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will report to **SPRINT** any instances where overload controls are invoked due to **SPRINT**'s CCS/SS7 network and **SPRINT** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** initiating service under this Appendix, **SPRINT** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to **SPRINT**, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** shall notify **SPRINT** of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**.

3.6 **SPRINT** will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. **SPRINT** 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 **SPRINT** understands that access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database may not provide **SPRINT** with access to all of the data of all Account Owners in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** s LIDB and/or CNAM Database. When a region in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict **SPRINT** from accessing their data. **SPRINT** understands that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will comply with Account Owners' requests to so limit or restrict their data. Should **SPRINT** desire access to any restricted Account Owner's LIDB Information, **SPRINT** understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between **SPRINT** and said Account Owner.

3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database; accordingly **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is not responsible for the accuracy or completeness of those Line Records. **SPRINT** will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for **SPRINT**'s activities on behalf of **SPRINT**'s local service customers where **SBC-13STATE** is the incumbent local exchange carrier. **SPRINT** agrees that any use of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB, for the provision of LIDB Service Applications and/or CNAM Query by **SPRINT** 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 **SPRINT** will pay **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** a per-Query rate for each Query initiated into **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database. **SPRINT** will also pay **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.

4.2 **SPRINT** will pay a Service Establishment Nonrecurring Charge for each point code **SPRINT** 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 **SPRINT** 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-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 **SPRINT** will make payment to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will record usage information for **SPRINT**'s LIDB Service Queries and/or CNAM Queries terminating to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT** will notify **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** when **SPRINT** discontinues use of an OPC used to Query LIDB and/or CNAM Database.

4.8 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT** uses a single OPC to originate Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT**'s **SPRINT** operations within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** incumbent serving areas and when such Queries support other uses of **SPRINT**'s service platforms.

4.10 If **SPRINT** operates in more than one (1) State in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services and/or CNAM Query provided to **SPRINT** under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** 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 **PACIFIC**:

4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record usage information for **SPRINT**'s LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.

4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, **SPRINT** will provide **PACIFIC** with usage information from which **PACIFIC** will bill **SPRINT** for both **SPRINT**'s access and **SPRINT**'s Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. **SPRINT** will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and **SPRINT**. **SPRINT** will deliver such information to locations specified by **PACIFIC**. If **SPRINT** uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and **SPRINT**'s third-party network provider can record and provide **PACIFIC** with recordings of **SPRINT**'s usage, **PACIFIC** will accept such usage

provided that the requirements in this Section 4.11 will apply to **SPRINT**'s third-party network provider.

4.11.3 **SPRINT** will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. **SPRINT** will either aggregate such usage by Originating Point Code or **SPRINT** will provide **PACIFIC** with reports that identifies

usage by Originating Point Code. **SPRINT** and **PACIFIC** will agree upon the format and media type that **SPRINT** will use to provide such usage data to **PACIFIC**. **SPRINT** understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill **SPRINT** based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.

4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by **SPRINT**.

4.11.5 While the provisions in Section 4.11 are in effect, **SPRINT** agrees that **PACIFIC** will bill **SPRINT** for all CNAM Queries and/or OLNS Queries **SPRINT** originate or transports to **PACIFIC**'s network. **SPRINT** will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. **SPRINT** agrees that it will not bill its Query-originating carrier customers for any usage that **SPRINT** has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and **SPRINT** will jointly determine which, if any, of **SPRINT**'s Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill **SPRINT** for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. **SPRINT** obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, **SPRINT** will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. **SPRINT** may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. **SPRINT** may not store for future use any non-**SPRINT** data that **SPRINT** access from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees that **SPRINT** 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 **SPRINT**'s facilities usage needs, and for engineering, capacity, and network planning. **SPRINT** agrees that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** may use statistics for the same purposes. **SPRINT**

may aggregate individual LIDB statistics regarding the number of **SPRINT**'s LIDB Queries and similar type of information during a specified time period, such as a month or a year. **SPRINT** will only publish such statistics in aggregate form and will ensure that the all non-**SPRINT** names are redacted and cannot reasonably be identified from the published materials.

5.2 Proprietary information residing in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database is protected from unauthorized access and **SPRINT** 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:

5.2.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.2.2 PIN Number(s)

5.2.3 Billed Number Screening (BNS) indicators

5.2.4 Class of Service (also referred to as Service or Equipment)

5.2.5 Reports on LIDB and CNAM Query usage

5.2.6 Information related to billing for LIDB and CNAM Query usage

5.2.7 LIDB and CNAM Query usage statistics

5.3 **SPRINT** will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database.

5.4 If **SPRINT** acts on behalf of other carriers, **SPRINT** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 given 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** or **SPRINT** to terminate the Appendix, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** and **SPRINT** 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.

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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is furnishing access to its LIDB and/or CNAM Database to facilitate **SPRINT**'s provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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. **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to **SPRINT** or to **SPRINT**'s Query originating carrier customers except for such inaccuracies caused by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** **negligence**, willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO **SPRINT** BY **SBC-**

SWBT, **PACIFIC**, **SNET**, **SBC-AMERITECH** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT**'S OR **SPRINT**'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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. **SPRINT** also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, 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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database and provided to **SPRINT** or **SPRINT**'s query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** willful misconduct or gross negligence.

7.7 **SPRINT** 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 **SPRINT** acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up.

SPRINT agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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. **SPRINT** also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by **SPRINT** or **SPRINT**'s Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and **SPRINT** agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** harmless from and defend and indemnify **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from **SPRINT**'s or **SPRINT**'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-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** **negligence,** willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 **SPRINT** agrees to make its Line Record Information available to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**. Should **SPRINT** store its Line Record information in a database other than **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, **SPRINT** will make such Information available to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** and the database provider. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees to negotiate in good faith to reach such an agreement. If **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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, **SPRINT** acknowledges that such **SPRINT** Line Record information will be unavailable to

any customer, including any **SPRINT**'s customer, that is served by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** 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 as contained in Section 2.9 of the General Terms and Conditions.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.5 As used herein, **SBC-SNET** means the applicable above listed ILEC doing business in Connecticut.

1.6 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.7 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.8 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.

1.9 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 that **SBC-13STATE** 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 13-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.

2.2 In Wisconsin, the Public Service Commission of Wisconsin has ordered a remedy plan in docket in Docket No. 6720 -TI –160, effective September 25, 2001 ("Wisconsin Remedy Plan"). CLEC acknowledges and agrees that if it elects to include this Appendix as a part of its Interconnection Agreement in Wisconsin, the performance measurements, remedy plan, and liquidated damages set forth in this Appendix shall apply in lieu of the Wisconsin Remedy Plan and CLEC expressly waives its rights to receive performance measurements, the remedy plan or liquidated damages under the Wisconsin Remedy Plan.

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-13STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SBC-13STATE** 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 both **SBC-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** delivers non-complaint performance as defined in 3.1.3. In no event shall **SBC-13STATE** 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-13STATE** 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 of **SBC-13STATE** 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-13STATE** 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-13STATE** 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 10.2 and 10.3 and 11.6. Any dispute regarding whether a **SBC-13STATE** 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-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, 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-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **SBC-13STATE** 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-13STATE** 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-13STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-13STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-13STATE**'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-13STATE** 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-13STATE** 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-13STATE** 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
California	$1.26M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Nevada	$.024M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

11. AUDITS

11.1 CLEC and **SBC-13STATE** 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-13STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-13STATE** 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-13STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-13STATE** 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 the 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-13STATE** 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-13STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-13STATE** 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-13STATE** 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 owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-IN** means the applicable above listed 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 **AM-IN** 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 **AM-IN** 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 **AM-IN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-IN** 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 **AM-IN**'s 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 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 **AM-IN** 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, **AM-IN** 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 **AM-IN** network, without any changes to **AM-IN**'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 **AM-IN** 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 **AM-IN** 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, **AM-IN** 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-AMERITECH** 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.

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
INDIANA
Rates
06/26/02

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
2-Wire Analog - Rural (Rate Class 1)		$ 8.99		See NRC prices below	
2-Wire Analog - Suburban (Rate Class 2)		$ 8.15		See NRC prices below	
2-Wire Analog - Metro (Rate Class 3)		$ 8.03		See NRC prices below	
Conditioning for dB Loss					
4-Wire Analog - Rural (Rate Class 1)		$ 20.34		See NRC prices below	
4-Wire Analog - Suburban (Rate Class 2)		$ 19.53		See NRC prices below	
4-Wire Analog - Metro (Rate Class 3)		$ 19.55		See NRC prices below	
2-Wire Digital - Rural (Rate Class 1)		$ 10.32		See NRC prices below	
2-Wire Digital - Suburban (Rate Class 2)		$ 9.86		See NRC prices below	
2-Wire Digital - Metro (Rate Class 3)		$ 9.87		See NRC prices below	
4-Wire Digital - Rural (Rate Class 1)		$ 51.07		See NRC prices below	
4-Wire Digital - Suburban (Rate Class 2)		$ 38.48		See NRC prices below	
4-Wire Digital - Metro (Rate Class 3)		$ 38.48		See NRC prices below	
DS3 Loop - Rural (Rate Class 1)		$ 623.41		See NRC prices below	
DS3 Loop - Suburban (Rate Class 2)		$ 620.27		See NRC prices below	
DS3 Loop - Metro (Rate Class 3)		$ 545.55		See NRC prices below	
DSL Capable Loops					
2-Wire Digital Loop ISDN/IDSL					
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 1- Rural	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 2- Suburban	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 3 - Metro	See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	$ 8.99		See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	$ 8.15		See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	$ 8.03		See NRC prices below	
4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	$ 20.34		See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	$ 19.53		See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	$ 19.55		See NRC prices below	
IDSL Capable Loop					
IDSL Loop Class 1 - Rural		$ 10.32		See NRC prices below	
IDSL Loop Class 2 - Suburban		$ 9.86		See NRC prices below	
IDSL Loop Class 3 - Metro		$ 9.87		See NRC prices below	

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
HFPL						
HFPL Loop						
*		HFPL Loop - Rate Class 1- Rural	$ 4.50		N/A	N/A
*		HFPL Loop - Rate Class 2- Suburban	$ 4.08		N/A	N/A
*		HFPL Loop - Rate Class 3- Metro	$ 4.02		N/A	N/A
HFPL Cross Connects						
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.32		$ 107.88	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.32		$ 107.88	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.32		$ 107.88	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL Splitter						
*	SBC owned splitter--line at a time		$ 0.76		N/A	N/A
HFPL OSS Charge						
*	HFPL OSS Charge - per line		$ 0.76		N/A	N/A
HFPL LST						
	Line & Station Transfer(LST)		N/A		TBD	TBD
Loop Qualification Process						
	Loop Qualification Process - Mechanized		N/A		$ 0.10	N/A
	Loop Qualification Process - Manual		N/A		TBD	N/A
	Loop Qualification Process - Detailed Manual		N/A		TBD	N/A
xDSL Conditioning						
	DSL Conditioning Options - >12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$104.01	N/A
		Removal Bridged Tap Option	N/A		$351.42	N/A
		Removal of Load Coil	N/A		$372.45	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$127.66	N/A
		Removal Bridged Tap Option	N/A		$296.67	N/A
		Removal of Load Coil	N/A		$486.80	N/A
DSL Loop Conditioning - Removal of Bridged Tap (RABT)						
	Removal of All Bridged Tap - Initial		N/A		$549.92	
		(xDSL loops from 12,000 to 17,500 feet in length for excessive and 0 to 17,500 Feet in length for Non-Excessive)				
	Removal of Non-Excessive Bridged Tap - Initial		N/A		$212.42	
		(xDSL Loops from 0 to 17,500 feet in Length)				
	Removal of All Bridged Tap (RABT) > 17,500ft (per occurrence) - Incremental		N/A		$212.42	
		(xDSL loops greater than 17,500ft in length)				
	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental		N/A		$212.42	
		(xDSL loops greater than 17,500ft in length)				
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order **/1/**		N/A		$ 14.57	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Bus Line Connection **/1/**		N/A		$ 29.33	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order **/1/**		N/A		$ 14.57	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Res Line Connection **/1/**		N/A		$ 29.33	N/A
*	HFPL Service Order Charge		N/A		$14.57	N/A
DS3 Loop Non-Recurring Charges						
	Administrative		N/A		$ 169.41	N/A
	Design & Central Office		N/A		$ 525.79	N/A
	Customer Connection		N/A		$ 187.37	N/A
SUB-LOOPS						
	CO to ECS sub-loop					
		2 Wire Analog - Rate Group 3	$ 4.43		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 4.59		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 9.53		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 11.87		See NRC prices below	

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
		4 Wire Analog - Rate Group 2	$ 12.32		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 21.34		See NRC prices below	
		2 Wire DSL - Rate Group 3	TBD		See NRC prices below	
		2 Wire DSL - Rate Group 2	TBD		See NRC prices below	
		2 Wire DSL -Rate Group 1	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 3	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 2	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 1	TBD		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	$ 8.63		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	$ 9.02		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	$ 24.75		See NRC prices below	
	CO to RT sub-loop					
		4 Wire DS1 Compatible - Rate Group 3	$ 38.47		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 2	$ 47.32		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 1	$ 73.91		See NRC prices below	
		DS3 Compatible subloop - Rate Group 3	$ 539.67		See NRC prices below	
		DS3 Compatible subloop - Rate Group 2	$ 611.53		See NRC prices below	
		DS3 Compatible subloop - Rate Group 1	$ 614.35		See NRC prices below	
	CO to SAI Sub-Loop					
		2 Wire Analog - Rate Group 3	$ 6.09		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 5.85		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 9.48		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 15.17		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 14.82		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 21.20		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 6.85		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 6.42		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 8.17		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 13.39		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 12.53		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 15.98		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	$ 9.21		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	$ 9.22		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	$ 17.81		See NRC prices below	
	CO to Terminal sub-loop					
		2 Wire Analog - Rate Group 3	$ 10.07		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 10.57		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 14.33		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 23.17		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 24.26		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 30.88		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 12.70		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 11.13		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 13.02		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 21.40		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 21.97		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 25.66		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	$ 13.19		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	$ 13.94		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	$ 22.66		See NRC prices below	
	ECS to SAI sub-loop					
		2 Wire Analog - Rate Group 3	$ 1.73		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 1.24		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 3.17		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 3.44		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 2.48		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 6.32		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 1.73		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 1.24		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 3.17		See NRC prices below	

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
		4 Wire DSL - Rate Group 3	$ 3.44		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 2.48		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 6.32		See NRC prices below	
	ECS to Terminal sub-loop					
		2 Wire Analog - Rate Group 3	$ 5.71		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 5.95		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 8.02		See NRC prices below	
		4 Wire Analog - Rate group 3	$ 11.45		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 11.92		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 15.99		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 5.71		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 5.95		See NRC prices below	
		2 Wire DSL - Rate group 1	$ 8.02		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 11.45		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 11.92		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 15.99		See NRC prices below	
	ECS to NID sub-loop					
		2 Wire Analog - Rate group 3	$ 6.47		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 6.72		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 8.75		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 12.93		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 13.46		See NRC prices below	
		4 Wire Analog - Rate group 1	$ 17.51		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 6.47		See NRC prices below	
		2 Wire DSL - Rate group 2	$ 6.72		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 8.75		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 12.93		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 13.46		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 17.51		See NRC prices below	
	SAI to Terminal sub-loop					
		2 Wire Analog - Rate group 3	$ 4.85		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 5.56		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 5.90		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 9.75		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 11.13		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 11.77		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 4.85		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 5.56		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 5.90		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 9.75		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 11.13		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 11.77		See NRC prices below	
	SAI to NID sub-loop					
		2 Wire Analog - Rate group 3	$ 5.60		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 6.33		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 6.65		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 11.24		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 12.65		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 13.26		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 5.60		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 6.33		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 6.65		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 11.24		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 12.65		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 13.26		See NRC prices below	
	Terminal to NID sub-loop					
		2 Wire Analog - Rate Group 3	$ 1.23		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 1.22		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 1.22		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 2.49		See NRC prices below	

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
		4 Wire Analog - Rate Group 2	$ 2.48		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 2.43		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 1.23		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 1.22		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 1.22		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 2.49		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 2.48		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 2.43		See NRC prices below	
	NID sub-loop element					
		2 Wire Analog - Rate Group 3	$ 0.16		See NRC prices below	
		2 Wire Analog - Rate Group 2	$ 0.16		See NRC prices below	
		2 Wire Analog - Rate Group 1	$ 0.16		See NRC prices below	
		4 Wire Analog - Rate Group 3	$ 0.32		See NRC prices below	
		4 Wire Analog - Rate Group 2	$ 0.32		See NRC prices below	
		4 Wire Analog - Rate Group 1	$ 0.32		See NRC prices below	
		2 Wire DSL - Rate Group 3	$ 0.16		See NRC prices below	
		2 Wire DSL - Rate Group 2	$ 0.16		See NRC prices below	
		2 Wire DSL - Rate Group 1	$ 0.16		See NRC prices below	
		4 Wire DSL - Rate Group 3	$ 0.32		See NRC prices below	
		4 Wire DSL - Rate Group 2	$ 0.32		See NRC prices below	
		4 Wire DSL - Rate Group 1	$ 0.32		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	$ 0.16		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	$ 0.16		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	$ 0.16		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 3	TBD		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 2	TBD		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 1	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 3	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 2	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 1	TBD		See NRC prices below	
	Sub-Loop Non-Recurring Charges					
		2-Wire Analog Sub-Loop			$ 185.80	
		4-Wire Analog Sub-Loop			$ 186.65	
		2-Wire xDSL Digital Sub-Loop			$ 214.54	
		4-Wire xDSL Digital Sub-Loop			$ 218.09	
		2-Wire ISDN Digital Sub-Loop			$ 236.77	
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			$ 412.90	
		DS3 Sub-Loop			$ 544.35	
	Service Order Charge					
		Establish, per occasion			$ 14.57	
		Add or change, per occasion			$ 14.57	
	Line Connection Charge					
		per occasion			$ 29.33	
Cross Connects						
	2-Wire		$ 0.14		NA	NA
	4-Wire		$ 0.26		NA	NA
	6-Wire		$ 0.40		NA	NA
	8-Wire		$ 0.53		NA	NA
	DS1/LT1		$ 0.36		NA	NA
	DS3/LT3		$ 0.66		NA	NA
	OC3		$ 64.68		NA	NA
	OC12		$ 340.96		NA	NA
	OC48		$ 752.06		NA	NA
	DS3 C.O. LOOP Cross-Connect to Collocation		$ 19.14		N/A	N/A
Tandem Switching						
	per minute of use (without Tandem Trunks)		$ 0.000307		NA	NA

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 38.48		NA	NA
		Zone 2	$ 38.48		NA	NA
		Zone 3	$ 51.07		NA	NA
	DS3	Zone 1	$ 506.05		NA	NA
		Zone 2	$ 506.05		NA	NA
		Zone 3	$ 665.80		NA	NA
	OC3	All Zones	$ 227.86		NA	NA
	OC12	All Zones	$ 376.90		NA	NA
	OC48	All Zones	$ 1,618.11		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 11.10		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 1.65		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 106.79		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 28.62		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 253.39		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 185.74		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 430.24		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 335.19		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 956.83		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 284.15		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 197.61		NA	NA
	DS3 to DS1		$ 260.24		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 410.09		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 88.52		NA	NA
		- Per DS1 Add or Drop	$ 27.34		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 460.47		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 123.31		NA	NA
		- Per DS3 Add or Drop	$ 26.74		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 517.05		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 242.27		NA	NA
		- Per OC3 Add or Drop	$ 111.96		NA	NA
		- Per DS3 Add or Drop	$ 38.32		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.36		NA	NA
	DS3		$ 0.66		NA	NA
	OC3		$ 64.68		NA	NA
	OC12		$ 340.96		NA	NA
	OC48		$ 752.06		NA	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 351.64	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 35.02		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 35.02		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 35.02		NA	NA
		- (2) Per Quarter Route Mile	$ 41.42		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 173.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 173.21		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
		- (1) Per OC12 Entrance Facility	$ 173.21		NA	NA
		- (2) Per Quarter Route Mile	$ 37.50		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 650.94		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 650.94		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 650.94		NA	NA
		- (2) Per Quarter Route Mile	$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 322.47	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 527.99	NA
		Carrier Connection Charge - Per Order	NA		$ 458.62	NA
	DS3	Administration Charge - Per Order	NA		$ 251.64	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 562.86	NA
		Carrier Connection Charge - Per Order	NA		$ 305.85	NA
	OC3	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
	OC12	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
	OC48	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA
Dark Fiber						
	Dark Fiber Interoffice					
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$60.56		NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$0.01768		NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$2.22		NA	NA
	Dark Fiber Loop					
		Dark Fiber Loop Termination (Per Termination per Fiber)	$10.40		NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$0.00156		NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$1.79		NA	NA
	Inquiry (Per Request)					
		Dark Fiber Loop - NRC	NA		$60.81	NA
		Dark Fiber Sub-Loop - NRC	NA		$60.81	NA
		Dark Fiber Interoffice Transport - NRC	NA		$284.68	NA
	FIRM ORDER (Per Fiber Strand)					
		Administrative per Order				
		Connect	NA		$9.92	NA
		Disconnect	NA		$8.78	NA
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
		Connect	NA		$276.79	NA
		Disconnect	NA		$76.07	NA
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
		Connect	NA		$279.99	NA
		Disconnect	NA		$69.54	NA
		Dark Fiber Interofcfice Transport - NRC				
		Connect	NA		$348.47	NA
		Disconnect	NA		$139.55	NA

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
Line Information Database - LIDB	**USAGE**			
Validation Query (Regional STP Access Includes SMS & Sleuth)	$ 0.014490	(per query)	NA	NA
Query Transport (Regional STP Access Validation)	$ 0.000017	(per query)	NA	NA
Validation Query (Local STP Access Includes SMS & Sleuth)	$ 0.014490	(per query)	NA	NA
Query Transport (Local STP Access Validation)	$ 0.000148	(per query)	NA	NA
CNAM Database Query (Regional STP Access Includes SMS)	$ 0.009942	(per query)	NA	NA
CNAM Database Query (Local STP Access Includes SMS)	$ 0.009942	(per query)	NA	NA
Service Order Cost	NA		$ 25.00	NA
Service Establishment Charge	NA		NA	NA
LIDB Data Storage & Administration				
Manual Update	NA		$ 2.00	(Per Update)
800 Database	**USAGE**			
Toll Free Database Query (Regional STP Access)	$ 0.001080	(per query)		
Call Handling and Destination (Regional STP Access)	$ 0.000134	(per query)		
Toll Free Database Query (Local STP Access)	$ 0.001211	(per query)		
Call Handling and Destination (Local STP Access)	$ 0.000265	(per query)		
SS7 - Links, Ports, Signaling				
SS7 Links - Cross Connects				
STP to Collocators Cage - DS0	See Dedicated Transport			
STP to Collocators Cage- DS1	See Dedicated Transport			
STP to SWBT MDF - DS0	See Dedicated Transport			
STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links				
STP Access Connection - 1.544 Mbps	See Dedicated Transport			
STP Access Link - 56 Kbps	See Dedicated Transport			
STP Port	$ 288.78		$ 617.01	N/A
SS7 Signalling	**USAGE**			
Signal Switching/IAM msg	$ 0.000155			
Signal Transport/IAM msg	$ 0.000085			
Signal Formulation/IAM msg	$ 0.000124			
Signal Tandem Switching/IAM msg	$ 0.000324			
Signal Switching/TCAP msg	$ 0.000125			
Signal Transport/TCAP msg	$ 0.000057			
Signal Formulation/TCAP msg	$ 0.000284			
Point Code Addition	N/A		$ 21.38	N/A
Global Title Translation Addition	N/A		$ 11.49	N/A
Unbundled Local Switching with Shared Transport (ULS-ST)				
ULS-Usage for ULS-ST, per Originating & Terminating MOU	NA	per MOU	NA	NA
ULS-ST Blended Transport MOU **/2/**	$ 0.000823	per MOU	NA	NA
ULS-ST Reciprocal Compensation MOU **/2/**	$ 0.000836	per MOU	NA	NA
ULS-ST Common Transport MOU **/2/**	$ 0.000513	per MOU	NA	NA
ULS-ST Tandem Switching MOU **/2/**	$ 0.000295	per MOU	NA	NA
ULS-ST SS7 Signaling Transport **/2/**	$ 0.000202	per Call	N/A	NA
ULS-ST Ports **/2/**				
Basic Line Port **/2/**	$ 2.98		$ 44.01	NA
ULS-ST Daily Usage Feed **/2/**	$ 0.1070664	per Port	NA	NA
	T&M			
ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied	TBD		TBD	
and only after 3rd party OSS test is complete for Indiana) **/2/**				
Custom Routing				
Custom Routing, via LCC - New LCC, per LCC, per switch	ICB		ICB	
Custom Routing, via LCC - New Network Routing, per route, per switch	ICB		ICB	
Custom Routing, via AIN, of OS / DA per route, per switch	ICB		ICB	

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
AIN Application Development work, per switch	ICB		ICB	
Unbundled Local Switching (ULS)				
ULS Switching Usage, per Originating or Terminating MOU (statewide)	$ 0.003444	MOU	N/A	NA
ULS Daily Usage Feed (DUF), per message	$ 0.000790	Per Message		
Billing Establishment, per CLEC, per switch	NA		$ 138.12	NA
Service Coordination Fee, per CLEC bill, per switch	$ 0.88		N/A	NA
ULS Port Charge Per Month				
Basic Line Port **/1/**	$ 5.34		$ 44.01	N/A
Ground Start Port	$ 5.77		$ 44.01	N/A
Analog DID Trunk Port	$ 10.69		$ 44.01	N/A
ISDN BRI Port **/1/**	$ 27.54		$ 44.01	N/A
ISDN PRI Port	$ 122.03		$ 662.01	N/A
Digital Trunking Trunk Port	$ 86.13		$ 662.01	N/A
DS1 Trunk Port	$ 77.39		$ 662.01	N/A
Centrex Basic Line Port	$ 9.61		$ 44.01	N/A
Centrex ISDN BRI Port	$ 45.03		$ 44.01	N/A
Centrex EKL Line Port	$ 28.09		$ 44.01	N/A
Centrex Attendant Console Line Port	$ 88.62		$ 88.00	N/A
ULS and ULS-ST Port Non-Recurring Charges				
Service Order - Line Port, per occasion **/1/**	NA		$ 14.14	NA
Service Order - Trunk Port, per occasion	NA		$ 324.65	NA
Service Order - Record Order, per occasion	NA		$ 12.55	NA
Conversion from one port type to another, per each port changed	NA		$ 39.98	NA
UNE Platform Migration Charges /2/				
POTS	N/A		$ 0.37	NA
ISDN-BRI	N/A		$ 0.37	NA
UNE Platform Install Charges /2/				
POTS	N/A		$ 0.41	NA
ISDN-BRI	N/A		$ 0.41	NA
UNE Platform Disconnect Charges /2/				
POTS	N/A		$ 0.41	NA
ISDN-BRI	N/A		$ 0.41	NA
Ports FeatureAdd / Change Translations Charges /2/				
POTS	N/A		$ 0.41	NA
ISDN-BRI	N/A		$ 0.41	NA
Unbundled Switch Port - Vertical Features				
Analog Line Port Features (per feature per port):				
Call Waiting	$ -		NA	
Call Forwarding Variable	$ -		NA	
Call Forwarding Busy Line	$ -		NA	
Call Forwarding Don't Answer	$ -		NA	
Three-Way Calling	$ -		NA	
Speed Calling - 8	$ -		NA	
Speed Calling - 30	$ -		NA	
Auto Callback/Auto Redial	$ -		NA	
Distinctive Ring/Priority Call	$ -		NA	
Selective Call Rejection/Call Blocker	$ -		NA	
Auto Recall/Call Return	$ -		NA	
Selective Call Forwarding	$ -		NA	
Calling Number Delivery	$ -		NA	
Calling Name Delivery	$ -		NA	
Calling Number/Name Blocking	$ -		NA	

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
Analog Line Port Features:				
Personalized Ring (per arrangement per port)	$ -		NA	
Hunting Arrangement (per arrangement)	$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)				
CSV/CSD per ISDN BRI port (required/provided)	$ -			
Basic Centrex Electonic Key Line (EKL) Features				
Basic EKL provides:				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	$ 0.01		NA	
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - per telephone number	$ 0.01		NA	

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		$ 407.35	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		$ 407.35	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		$ 407.35	NA
System Subsequent Change per Serving Office - Analog only system	NA		$ 58.53	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		$ 58.53	NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		$ 58.53	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Centrex Common Block	$ -		$ 223.22	
System Features (per Centrex Common Block):	$ 310.38		NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI port				
Standard feature initialization	$ -		$ 223.22	
System features (per Centrex Common Block)	$ 310.38		NA	
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		Directory Assistance/National Directory Assistance, per occurrence	$ 0.35		NA	NA
		Branding - Other - Initial/Subsequent Load			$1,800.00	NA
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	DA Listings					
	DA Listing Liscense					
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.040	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #2 Full File (all states inclusive) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.050	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per work second	$ 0.02		NA	NA
		Branding - Other - Initial/Subsequent Load			$ 1,800.00	NA
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- per call	NA		$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
	Structure Access - Poles & Ducts		Annually			
		Per Pole attachment*	$ 3.08			
		Per Foot of innerduct	$ 0.33			
		Application fee			$ 200.00	
		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				

INDIANA			Recurring		Non-Recurring	
AIT Generic Rates			Monthly		Frist	Additional
	Emergency Number Service Access					
		911 Selective Router Interconnection				
		-Digital DS1 Interface	$ 340.71		$ 1,700.97	
		-Each DSO installed	$ -		$ 665.49	
		-Analog Channel Interface	$ 26.64		$ 770.97	
		ANI/ALI/SR and Database Management				
		- Per 100 records, rounded up to nearest 100	$ 155.26		$ 15.68	
		911 Selective Router Switch Administration				
		-Per Selective Router	$ 5.57		$ 1,717.33	
RECIPROCAL COMPENSATION						
	End Office Switching					
		Set up charge, per call	$ 0.011603			
		Duration charge, per MOU	$ 0.000830			
	Tandem Switching					
		Set up charge, per call	$ 0.000400			
		Duration charge, per MOU	$ 0.000194			
	Tandem Transport Termination, per MOU		$ 0.000102			
	Tandem Transport Facility per MOU, per Mile		$ 0.000005			
TRANSIT SERVICE						
	Tandem Switching - per minute of use		$ 0.004388		NA	
	Tandem Termination - per minute of use		$ 0.000095		NA	
	Tandem Facility - per minute of use		$ 0.000056		NA	

/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.
Application of rates is subject to Ameritech Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration,
appeal, further IURC action, or other change of law.
/2/ Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to Ameritech Indiana reservation of rights pertaining to that order,
and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
RESALE		***RESALE DISCOUNTS***			
	BUSINESS	RECURRING		NON-RECURRING	
	LOCAL EXCHANGE SERVICE				
	Business 1 Party	21.46%		21.46%	
	Business - Measured	21.46%		21.46%	
	Customer Operated Pay Telephone (COPT)	21.46%		21.46%	
	EXPANDED LOCAL CALLING				
	Extended Area Service	21.46%		21.46%	
	VERTICAL SERVICES				
	Anonymous Call Rejection	21.46%		21.46%	
	Repeat Dialing (Auto Redial)	21.46%		21.46%	
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
	Call Blocker	21.46%		21.46%	
	Call Forwarding	21.46%		21.46%	
	Call Forwarding - Busy Line	21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
	Call Forwarding - Don't Answer	21.46%		21.46%	
	Automatic CallBack (Call Return)	21.46%		21.46%	
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
	Call Trace	21.46%		21.46%	
	Call Waiting	21.46%		21.46%	
	Caller ID WithName (Calling Name)	21.46%		21.46%	
	Caller ID (Calling Number)	21.46%		21.46%	
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	21.46%		21.46%	
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	21.46%		21.46%	
	Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%	
	Selective Call Forwarding	0.00%		0.00%	
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	21.46%		21.46%	
	Remote Call Forwarding-Per Feature	21.46%		21.46%	
	RCF, Interstate, Interexchange	21.46%		21.46%	
	RCF, Intrastate	21.46%		21.46%	
	RCF, Interstate, International	21.46%		21.46%	
	RCF, Intrastate, Interexchange	21.46%		21.46%	
	RCF to 800	21.46%		21.46%	
	RCF Additional	21.46%		21.46%	
	Speed Calling 8	21.46%		21.46%	
	Speed Calling 30	21.46%		21.46%	
	Three Way Calling	21.46%		21.46%	
	Call Screening	21.46%		21.46%	
	Busy Line Transfer	21.46%		21.46%	
	Alternate Answer	21.46%		21.46%	
	Message Waiting - Tone	21.46%		21.46%	
	Easy Call	21.46%		21.46%	
	Prime Number Service	21.46%		21.46%	
	AMERITECH Privacy Manager	21.46%		21.46%	
	Name and Number Delivery Service	21.46%		21.46%	
	DID				
	DID	21.46%		21.46%	
	TRUNKS				
	Trunk	21.46%		21.46%	

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
AIN				
Area Wide Networking	21.46%		21.46%	
Ameritech Switch Alternate Routing (ANSAR)	21.46%		21.46%	
Ameritech Customer Location Alternate Routing (ACLAR)	21.46%		21.46%	
OTHER				
Grandfathered Services	0.00%		0.00%	
Promotions (Greater than 90 days)	21.46%		21.46%	
TouchTone (Business)	21.46%		21.46%	
TouchTone (Trunk)	21.46%		21.46%	
900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
976 (976 Information Delivery Service)	0%		0%	
Access Services (See Access Tariff)	0%		0%	
Additional Directory Listings	21.46%		21.46%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
Connection Services	21.46%		21.46%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
Shared Tenant Service	0%		0%	
Data Services				
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	21.46%		21.46%	
PBX Trunks	21.46%		21.46%	
Mulit-Service Optical Network (MON)	21.46%		21.46%	
OCn-PTP	21.46%		21.46%	
ADTS-E	21.46%		21.46%	
DS0	21.46%		21.46%	
DS1	21.46%		21.46%	
DS3	21.46%		21.46%	
ISDN				
ISDN	21.46%		21.46%	
DIRECTORY ASSISTANCE SERVICES	21.46%		20.29%	
Local Operator Assistance Service	21.46%		21.46%	
TOLL				
TOLL	21.46%		21.46%	
OPTIONAL TOLL CALLING PLANS				
Optional Toll Calling Plans	21.46%		21.46%	
CENTREX (PLEXAR)				
Ameritech Centrex Service ACS	21.46%		21.46%	
Ameritech Centrex Network Manager	0.00%		0.00%	
PRIVATE LINE				
Analog Private Lines	21.46%		21.46%	
Private Line Channel Services	21.46%		21.46%	
RESIDENCE	***RESALE DISCOUNTS***			
LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
Life Line	0.00%		0.00%	
Residence 1 Party	21.46%		21.46%	
Residence Measured	21.46%		21.46%	
EXPANDED LOCAL CALLING				
Extended Area Service	21.46%		21.46%	

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
VERTICAL SERVICES				
Anonymous Call Rejection	21.46%		21.46%	
Repeat Dialing (Auto Redial)	21.46%		21.46%	
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
Call Blocker	21.46%		21.46%	
Call Forwarding	21.46%		21.46%	
Call Forwarding - Busy Line	21.46%		21.46%	
Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
Call Forwarding - Don't Answer	21.46%		21.46%	
Automatic Call-Back (Call Return)	21.46%		21.46%	
Automatic Call-Back Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
Call Trace	21.46%		21.46%	
Call Waiting	21.46%		21.46%	
Caller ID with Name (Calling Name)	21.46%		21.46%	
Caller ID (Calling Number)	21.46%		21.46%	
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	21.46%		21.46%	
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	21.46%		21.46%	
Remote Access to Call Forwarding (GF)	21.46%		21.46%	
RCF, Interstate, Interexchange	21.46%		21.46%	
RCF, Intrastate	21.46%		21.46%	
RCF, Interstate, International	21.46%		21.46%	
RCF, Intrastate, Interexchange	21.46%		21.46%	
RCF to 800	21.46%		21.46%	
RCF Additional	21.46%		21.46%	
Selective Call Forwarding	21.46%		21.46%	
Speed Calling 8	21.46%		21.46%	
Three Way Calling	21.46%		21.46%	
Call Screening	21.46%		21.46%	
Busy Line Transfer	21.46%		21.46%	
Alternate Answer	21.46%		21.46%	
Message Waiting - Tone	21.46%		21.46%	
Easy Call	21.46%		21.46%	
AMERITECH Privacy Manager	21.46%		21.46%	
Name and Number Delivery Service	21.46%		21.46%	
ISDN				
ISDN	21.46%		21.46%	
DIRECTORY ASSISTANCE SERVICES	21.46%		21.46%	
Local Operator Assistance Service	21.46%		21.46%	
OTHER				
Grandfathered Services	0.00%		0.00%	
Promotions (Greater than 90 Days)	21.46%		21.46%	
TouchTone	21.46%		21.46%	
Home Services Packages	21.46%		21.46%	
900/976 Call Blocking (900/976 Call Restriction)	21.46%		21.46%	
976 (976 Information Delivery Service)	21.46%		21.46%	
Access Services (See Access Tariff)	0%		0%	
Additional Directory Listings	21.46%		21.46%	
Carrier Disconnect Service (Company Initiated Suspension Service)	21.46%		21.46%	
Connection Services	21.46%		21.46%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
Shared Tenant Service	0%		0%	

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	TOLL				
	Custom and Dedicated 800 Service (Home 800)	21.46%		21.46%	
	IntraLATA MTS	21.46%		21.46%	
	Toll Restriction	21.46%		21.46%	
	Electronic Billing Information Data (daily usage)	$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	$0.00			
	Line Connection Charge				
	Residence			N/A	
	Business			N/A	
	Service Order/Service Request Charge				
	Residence			$21.21	
	Business			$30.63	
	Non-Electronic (Manual) Service Order Charge				
	Residence			$9.02	
	Business			$9.02	

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	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	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 6.74	See NRC Prices Below	
Zone 2 - Suburban			$ 6.11	See NRC Prices Below	
Zone 3 - Urban			$ 6.02	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 15.25	See NRC Prices Below	
Zone 2 - Suburban			$ 14.64	See NRC Prices Below	
Zone 3 - Urban			$ 14.66	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	
Zone 1 - Rural			$ 6.74	See NRC Prices Below	
Zone 2 - Suburban			$ 6.11	See NRC Prices Below	
Zone 3 - Urban			$ 6.02	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				$ 10.93	
Loop Connection Charge				$ 22.00	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

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 owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-WI** means the applicable above listed 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 **AM-WI** 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 **AM-WI** 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 **AM-WI** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-WI** 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 **AM-WI**'s 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 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 **AM-WI** 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, **AM-WI** 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 **AM-WI** network, without any changes to **AM-WI**'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 **AM-WI** 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 **AM-WI** 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, **AM-WI** 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-AMERITECH** 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.

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Access Area C)		$ 10.90		See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)		$ 10.90		See NRC prices below	
	2-Wire Analog - Metro (Access Area A)		$ 10.90		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural Acess Area C)		$ 24.45		See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)		$ 24.45		See NRC prices below	
	4-Wire Analog - Metro (Access Area A)		$ 24.45		See NRC prices below	
	2-Wire Digital - Rural (Access Area C)		$ 13.06		See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)		$ 13.06		See NRC prices below	
	2-Wire Digital - Metro (Access Area A)		$ 13.06		See NRC prices below	
	4-Wire Digital - Rural (Access Area C)		$ 69.09		See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 69.09		See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 69.09		See NRC prices below	
	DS3 Loop - Rural (Access Area C)		$ 1,039.75		See NRC prices below	
	DS3 Loop - Suburban (Access Area B)		$ 996.66		See NRC prices below	
	DS3 Loop - Metro (Access Area A)		$ 861.67		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL					
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
	2-Wire xDSL Loop					
		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.90		See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	$ 10.90		See NRC prices below	
	4-Wire xDSL Loop					
		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	$ 24.45		See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	$ 24.45		See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	$ 24.45		See NRC prices below	
IDSL Capable Loop						
	IDSL Loop Access Area C - Rural		$ 13.06		See NRC prices below	
	IDSL Loop Access Area B - Suburban		$ 13.06		See NRC prices below	
	IDSL Loop Access Area A - Metro		$ 13.06		See NRC prices below	
	HFPL Loop					
*		HFPL Loop - Access Area C- Rural	$ 5.45		N/A	N/A
*		HFPL Loop - Access Area B- Suburban	$ 5.45		N/A	N/A
*		HFPL Loop - Access Area A- Metro	$ 5.45		N/A	N/A
	Loop Qualification Process					
		Loop Qualification Process - Mechanized	N/A		$ 0.10	N/A
		Loop Qualification Process - Manual	N/A		TBD	N/A
		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
	HFPL Splitter					
*		SBC owned splitter--line at a time	$ 1.96		N/A	N/A

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
	DSL Conditioning Options - >12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$ 149.01	N/A
		Removal Bridged Tap Option	N/A		$ 720.01	N/A
		Removal of Load Coil	N/A		$ 691.82	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$ 145.82	N/A
		Removal Bridged Tap Option	N/A		$ 344.90	N/A
		Removal of Load Coil	N/A		$ 582.38	N/A
	DSL Conditioning - Removal of Bridged Tap (RABT)					
	Removal of All Bridged Taps - Initial		N/A		$ 597.10	
		(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)				
	Removal of Non-Excessive Bridged Tap - Initial		N/A		$ 230.66	
		(xDSL loops from 0ft to 17,500ft in Length)				
	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental		N/A		$ 230.66	
		(xDSL loops greater than 17,500ft in length)				
	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental		N/A		$ 230.66	
		(xDSL loops greater than 17,500 ft in Length)				
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish		N/A		$ 16.50	N/A
	Bus Service Order - Add/Change		N/A		$ 16.50	N/A
	Bus Line Connection		N/A		$ 40.10	N/A
	Res Service Order - Establish		N/A		$ 16.50	N/A
	Res Service Order - Add/Change		N/A		$ 16.50	N/A
	Res Line Connection		N/A		$ 40.10	N/A
*	HFPL Service Order Charge		N/A		$ 16.50	N/A
DS3 Loop Non-Recurring Charges						
	Administrative		N/A		$ 183.10	N/A
	Design & Central Office		N/A		$ 575.14	N/A
	Customer Connection		N/A		$ 204.37	N/A
SUB-LOOPS						
	CO to ECS sub-loop					
		2 Wire Analog - area A	$ 11.08		See NRC prices below	
		2 Wire Analog - area B	$ 11.08		See NRC prices below	
		2 Wire Analog - area C	$ 11.08		See NRC prices below	
		4 Wire Analog - area A	$ 27.35		See NRC prices below	
		4 Wire Analog - area B	$ 27.35		See NRC prices below	
		4 Wire Analog - area C	$ 27.35		See NRC prices below	
		2 Wire DSL - area A	TBD		See NRC prices below	
		2 Wire DSL - area B	TBD		See NRC prices below	
		2 Wire DSL - area C	TBD		See NRC prices below	
		4 Wire DSL - area A	TBD		See NRC prices below	
		4 Wire DSL - area B	TBD		See NRC prices below	
		4 Wire DSL - area C	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 26.65		See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 26.65		See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 26.65		See NRC prices below	
	CO to RT sub-loop					
		4 Wire DS1 Compatible - area A	$ 147.47		See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 147.47		See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 147.47		See NRC prices below	
		DS3 compatible subloop - area A	$ 972.02		See NRC prices below	
		DS3 compatible subloop - area B	$ 972.02		See NRC prices below	
		DS3 compatible subloop - area C	$ 972.02		See NRC prices below	
	CO to SAI Sub-Loop					
		2 Wire Analog - area A	$ 10.27		See NRC prices below	
		2 Wire Analog - area B	$ 10.27		See NRC prices below	
		2 Wire Analog - area C	$ 10.27		See NRC prices below	
		4 Wire Analog - area A	$ 25.74		See NRC prices below	
		4 Wire Analog - area B	$ 25.74		See NRC prices below	
		4 Wire Analog - area C	$ 25.74		See NRC prices below	

			AIT Generic Rates		
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**
			Monthly		
		2 Wire DSL - area A	$ 6.36		See NRC prices below
		2 Wire DSL - area B	$ 6.36		See NRC prices below
		2 Wire DSL - area C	$ 6.36		See NRC prices below
		4 Wire DSL - area A	$ 12.69		See NRC prices below
		4 Wire DSL - area B	$ 12.69		See NRC prices below
		4 Wire DSL - area C	$ 12.69		See NRC prices below
		2 Wire ISDN Compatible - area A	N/A		See NRC prices below
		2 Wire ISDN Compatible - area B	N/A		See NRC prices below
		2 Wire ISDN Compatible - area C	N/A		See NRC prices below
	CO to Terminal sub-loop				
		2 Wire Analog - area A	$ 16.08		See NRC prices below
		2 Wire Analog - area B	$ 16.08		See NRC prices below
		2 Wire Analog - area C	$ 16.08		See NRC prices below
		4 Wire Analog - area A	$ 37.34		See NRC prices below
		4 Wire Analog - area B	$ 37.34		See NRC prices below
		4 Wire Analog - area C	$ 37.34		See NRC prices below
		2 Wire DSL - area A	$ 12.15		See NRC prices below
		2 Wire DSL - area B	$ 12.15		See NRC prices below
		2 Wire DSL - area C	$ 12.15	`	See NRC prices below
		4 Wire DSL - area A	$ 24.31		See NRC prices below
		4 Wire DSL - area B	$ 24.31		See NRC prices below
		4 Wire DSL - area C	$ 24.31		See NRC prices below
		2 Wire ISDN Compatible - area A	N/A		See NRC prices below
		2 Wire ISDN Compatible - area B	N/A		See NRC prices below
		2 Wire ISDN Compatible - area C	N/A		See NRC prices below
	ECS to SAI sub-loop				
		2 Wire Analog - area A	$ 1.48		See NRC prices below
		2 Wire Analog - area B	$ 1.48		See NRC prices below
		2 Wire Analog - area C	$ 1.48		See NRC prices below
		4 Wire Analog - area A	$ 2.96		See NRC prices below
		4 Wire Analog - area B	$ 2.96		See NRC prices below
		4 Wire Analog - area C	$ 2.96		See NRC prices below
		2 Wire DSL - area A	$ 1.48		See NRC prices below
		2 Wire DSL - area B	$ 1.48		See NRC prices below
		2 Wire DSL - area C	$ 1.48		See NRC prices below
		4 Wire DSL - area A	$ 2.96		See NRC prices below
		4 Wire DSL - area B	$ 2.96		See NRC prices below
		4 Wire DSL - area C	$ 2.96		See NRC prices below
	ECS to Terminal sub-loop				
		2 Wire Analog - area A	$ 7.28		See NRC prices below
		2 Wire Analog - area B	$ 7.28		See NRC prices below
		2 Wire Analog - area C	$ 7.28		See NRC prices below
		4 Wire Analog - area A	$ 14.56		See NRC prices below
		4 Wire Analog - area B	$ 14.56		See NRC prices below
		4 Wire Analog - area C	$ 14.56		See NRC prices below
		2 Wire DSL - area A	$ 7.28		See NRC prices below
		2 Wire DSL - area B	$ 7.28		See NRC prices below
		2 Wire DSL - area C	$ 7.28		See NRC prices below
		4 Wire DSL - area A	$ 14.56		See NRC prices below
		4 Wire DSL - area B	$ 14.56		See NRC prices below
		4 Wire DSL - area C	$ 14.56		See NRC prices below
	ECS to NID sub-loop				
		2 Wire Analog - area A	$ 8.64		See NRC prices below
		2 Wire Analog - area B	$ 8.64		See NRC prices below
		2 Wire Analog - area C	$ 8.64		See NRC prices below
		4 Wire Analog - area A	$ 17.26		See NRC prices below
		4 Wire Analog - area B	$ 17.26		See NRC prices below
		4 Wire Analog - area C	$ 17.26		See NRC prices below
		2 Wire DSL - area A	$ 8.64		See NRC prices below
		2 Wire DSL - area B	$ 8.64		See NRC prices below
		2 Wire DSL - area C	$ 8.64		See NRC prices below
		4 Wire DSL - area A	$ 17.26		See NRC prices below
		4 Wire DSL - area B	$ 17.26		See NRC prices below
		4 Wire DSL - area C	$ 17.26		See NRC prices below
	SAI to Terminal sub-loop				
		2 Wire Analog - area A	$ 6.82		See NRC prices below
		2 Wire Analog - area B	$ 6.82		See NRC prices below
		2 Wire Analog - area C	$ 6.82		See NRC prices below

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
		4 Wire Analog - area A	$ 13.63		See NRC prices below	
		4 Wire Analog - area B	$ 13.63		See NRC prices below	
		4 Wire Analog - area C	$ 13.63		See NRC prices below	
		2 Wire DSL - area A	$ 6.82		See NRC prices below	
		2 Wire DSL - area B	$ 6.82		See NRC prices below	
		2 Wire DSL - area C	$ 6.82		See NRC prices below	
		4 Wire DSL - area A	$ 13.63		See NRC prices below	
		4 Wire DSL - area B	$ 13.63		See NRC prices below	
		4 Wire DSL - area C	$ 13.63		See NRC prices below	
	SAI to NID sub-loop					
		2 Wire Analog - area A	$ 8.17		See NRC prices below	
		2 Wire Analog - area B	$ 8.17		See NRC prices below	
		2 Wire Analog - area C	$ 8.17		See NRC prices below	
		4 Wire Analog - area A	$ 16.32		See NRC prices below	
		4 Wire Analog - area B	$ 16.32		See NRC prices below	
		4 Wire Analog - area C	$ 16.32		See NRC prices below	
		2 Wire DSL - area A	$ 8.17		See NRC prices below	
		2 Wire DSL - area B	$ 8.17		See NRC prices below	
		2 Wire DSL - area C	$ 8.17		See NRC prices below	
		4 Wire DSL - area A	$ 16.32		See NRC prices below	
		4 Wire DSL - area B	$ 16.32		See NRC prices below	
		4 Wire DSL - area C	$ 16.32		See NRC prices below	
	Terminal to NID sub-loop					
		2 Wire Analog - area A	$ 1.87		See NRC prices below	
		2 Wire Analog - area B	$ 1.87		See NRC prices below	
		2 Wire Analog - area C	$ 1.87		See NRC prices below	
		4 Wire Analog - area A	$ 3.75		See NRC prices below	
		4 Wire Analog - area B	$ 3.75		See NRC prices below	
		4 Wire Analog - area C	$ 3.75		See NRC prices below	
		2 Wire DSL - area A	$ 1.87		See NRC prices below	
		2 Wire DSL - area B	$ 1.87		See NRC prices below	
		2 Wire DSL - area C	$ 1.87		See NRC prices below	
		4 Wire DSL - area A	$ 3.75		See NRC prices below	
		4 Wire DSL - area B	$ 3.75		See NRC prices below	
		4 Wire DSL - area C	$ 3.75		See NRC prices below	
	NID sub-loop element					
		2 Wire Analog - area A	TBD		See NRC prices below	
		2 Wire Analog - area B	TBD		See NRC prices below	
		2 Wire Analog - area C	TBD		See NRC prices below	
		4 Wire Analog - area A	TBD		See NRC prices below	
		4 Wire Analog - area B	TBD		See NRC prices below	
		4 Wire Analog - area C	TBD		See NRC prices below	
		2 Wire DSL - area A	TBD		See NRC prices below	
		2 Wire DSL - area B	TBD		See NRC prices below	
		2 Wire DSL - area C	TBD		See NRC prices below	
		4 Wire DSL - area A	TBD		See NRC prices below	
		4 Wire DSL - area B	TBD		See NRC prices below	
		4 Wire DSL - area C	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area A	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area B	TBD		See NRC prices below	
		2 Wire ISDN Compatible - area C	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area A	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area B	TBD		See NRC prices below	
		4 Wire DS1 Compatible - area C	TBD		See NRC prices below	
		DS3 compatible subloop - area A	TBD		See NRC prices below	
		DS3 compatible subloop - area B	TBD		See NRC prices below	
		DS3 compatible subloop - area C	TBD		See NRC prices below	
	Sub-Loop Non-Recurring Charges					
		2-Wire Analog Sub-Loop			$ 220.88	
		4-Wire Analog Sub-Loop			$ 221.90	
		2-Wire xDSL Digital Sub-Loop			$ 254.74	
		4-Wire xDSL Digital Sub-Loop			$ 259.05	
		2-Wire ISDN Digital Sub-Loop			$ 281.32	
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			$ 488.74	
		DS3 Sub-Loop			$ 643.91	
	Service Order Charge					
		Establish, per occasion			$ 16.50	
		Add or change, per occasion			$ 16.50	

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
	Line Connection Charge					
		per occasion			$ 40.10	
DSL Cross Connects						
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.71		$ 58.59	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.71		$ 58.59	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.71		$ 71.48	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge						
*	HFPL OSS Charge - per line		$ 0.91		N/A	N/A
HFPL LST						
	Line & Station Transfer(LST)		N/A		TBD	TBD
Loop Cross Connects						
	DS3 C.O. Cross-Connect to Collocation		$ 29.01		N/A	N/A
Unbundled Local Switching			**USAGE**			
	ULS Usage, per Originating or Terminating MOU (statewide)		$ 0.003451		NA	NA
			PER MESSAGE			
	Daily Usage Feed (DUF), per message		$ 0.000940		NA	NA
	Customized Routing per Line Class Code, per switch		NA		$ 218.98	
	Billing Establishment, per CLEC, per switch		NA		NA	N/A
	Service Coordination Fee, per CLEC bill, per switch		$ 1.16		N/A	N/A
Unbundled Local Switching with Shared Transport			**USAGE**			
	ULS-Usage for ULS-ST, per Originating & Terminating MOU		$ 0.001319		N/A	
	ULS-ST Blended Transport MOU		$ 0.001662		N/A	
	ULS-ST Reciprocal Compensation MOU		$ 0.001319		N/A	
	ULS-ST Common Transport MOU		$ 0.001072		N/A	
	ULS-ST Tandem Switching MOU		$ 0.000291		N/A	
			PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST		$ 0.000055		N/A	
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA		$ 120.51	
Port Charge Per Month						
	Analog Line Port		$ 6.25		$ 54.27	N/A
	Analog Residence Only Line Port (Wisconsin Only)		$ 3.71		$ 54.27	N/A
	Ground Start Port		$ 6.88		$ 54.27	N/A
	Analog DID Trunk Port		$ 13.84		$ 54.27	N/A
	ISDN BRI Port		$ 34.17		$ 54.27	N/A
	ISDN PRI Port		$ 172.28		$ 675.82	N/A
	Digital Trunking Trunk Port		$ 112.14		$ 675.82	N/A
	DS1 Trunk Port		$ 110.06		$ 675.82	N/A
	Centrex Basic Line Port		$ 10.83		$ 54.27	N/A
	Centrex ISDN BRI Port		$ 55.38		$ 54.27	N/A
	Centrex EKL Line Port		$ 33.21		$ 54.27	N/A
	Centrex Attendant Console Line Port		$ 107.02		$ 108.54	N/A
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		$ 17.66	N/A
	Service Order - Trunk Port, per occasion		NA		$ 348.43	N/A
	Service Order - Record Order, per occasion		NA		$ 15.34	N/A
	Conversion from one port type to another, per each port changed		NA		$ 50.60	N/A
Cross Connects						
	2-Wire		$ 0.19		NA	NA
	4-Wire		$ 0.38		NA	NA
	6-Wire		$ 0.57		NA	NA
	8-Wire		$ 0.76		NA	NA
	DS1/LT1		$ 0.52		NA	NA
	DS3/LT3		$ 0.96		NA	NA
	OC3		$ 103.01		NA	NA
	OC12		$ 542.96		NA	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
	OC48		$ 1,218.40		NA	NA
Tandem Switching						
	per minute of use (without Tandem Trunks)		$ 0.000674		NA	NA
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 69.09		NA	NA
		Zone 2	$ 69.09		NA	NA
		Zone 3	$ 69.09		NA	NA
	DS3	Zone 1	$ 1,005.93		NA	NA
		Zone 2	$ 1,005.93		NA	NA
		Zone 3	$ 1,005.93		NA	NA
	OC3	All Zones	$ 456.36		NA	NA
	OC12	All Zones	$ 720.09		NA	NA
	OC48	All Zones	$ 3,111.65		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 15.69		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 2.41		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 173.23		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 36.20		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 371.20		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 261.37		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 635.43		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 467.09		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,522.30		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 403.40		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 298.31		NA	NA
	DS3 to DS1		$ 383.00		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 606.97		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 140.96		NA	NA
		- Per DS1 Add or Drop	$ 43.54		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 667.13		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 196.36		NA	NA
		- Per DS3 Add or Drop	$ 42.58		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 770.56		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 391.22		NA	NA
		- Per OC3 Add or Drop	$ 180.31		NA	NA
		- Per DS3 Add or Drop	$ 63.77		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.52		NA	NA
	DS3		$ 0.96		NA	NA
	OC3		$ 103.01		NA	NA
	OC12		$ 542.96		NA	NA
	OC48		$ 1,218.40		NA	NA
Dark Fiber						
	Dark Fiber Interoffice					
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$170.33		NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$0.00398		NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$3.01		NA	NA
	Dark Fiber Loop					
		Dark Fiber Loop Termination (Per Termination per Fiber)	$29.21		NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$0.00374		NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$2.41		NA	NA
	Inquiry (Per Request)					
		Dark Fiber Loop - NRC	NA		$70.53	NA
		Dark Fiber Sub-Loop - NRC	NA		$70.53	NA
		Dark Fiber Interoffice Transport - NRC	NA		$289.69	NA
	FIRM ORDER (Per Fiber Strand)					

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
		Administrative per Order				
		Connect	NA		$11.19	NA
		Disconnect	NA		$9.28	NA
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA			
		Connect	NA		$301.55	NA
		Disconnect	NA		$81.84	NA
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA			
		Connect	NA		$301.57	NA
		Disconnect	NA		$74.61	NA
		Dark Fiber Interofcfice Transport - NRC	NA			
		Connect	NA		$379.60	NA
		Disconnect	NA		$144.27	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 371.79	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 55.75		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 55.75		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 55.75		NA	NA
		- (2) Per Quarter Route Mile	$ 75.75		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 275.82		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 275.82		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 275.82		NA	NA
		- (2) Per Quarter Route Mile	$ 67.73		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 1,056.21		$ 2,640.45	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 1,056.21		NA	NA
		- (2) Per Quarter Route Mile	$ 88.17		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 346.87	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 543.46	NA
		Carrier Connection Charge - Per Order	NA		$ 516.53	NA
	DS3	Administration Charge - Per Order	NA		$ 266.67	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 578.43	NA
		Carrier Connection Charge - Per Order	NA		$ 345.33	NA
	OC3	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC12	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
	OC48	Administration Charge - Per Order	NA		$ 106.14	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 436.76	NA
		Carrier Connection Charge - Per Order	NA		$ 828.62	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000014	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016050	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000168	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)		$ 0.0093985	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)		$ 0.0093985	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA

		AIT Generic Rates			
WISCONSIN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
	LIDB Data Storage & Administration				
	Manual Update	NA		$ 2.00	(Per Update)
800 Database		**USAGE**			
	Toll Free Database Query (Regional STP Access)	$ 0.001298	(per query)		
	Call Handling and Destination (Regional STP Access)	$ 0.000169	(per query)		
	Toll Free Database Query (Local STP Access)	$ 0.001452	(per query)		
	Call Handling and Destination (Local STP Access)	$ 0.000322	(per query)		
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 347.17		$ 628.12	N/A
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000184			
	Signal Transport/IAM msg	$ 0.000133			
	Signal Formulation/IAM msg	$ 0.000342			
	Signal Tandem Switching/IAM msg	$ 0.000458			
	Signal Switching/TCAP msg	$ 0.000152			
	Signal Transport/TCAP msg	$ 0.000090			
	Signal Formulation/TCAP msg	$ 0.000333			
	Point Code Addition	N/A		$ 22.94	N/A
	Global Title Translation Addition	N/A		$ 12.33	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -			
Call Forwarding Variable		$ -			
Call Forwarding Busy Line		$ -			
Call Forwarding Don't Answer		$ -			
Three-Way Calling		$ -			
Speed Calling - 8		$ -			
Speed Calling - 30		$ -			
Auto Callback/Auto Redial		$ -			
Distinctive Ring/Priority Call		$ -			
Selective Call Rejection/Call Blocker		$ -			
Auto Recall/Call Return		$ -			
Selective Call Forwarding		$ -			
Calling Number Delivery		$ -			
Calling Name Delivery		$ -			
Calling Number/Name Blocking		$ -			
Anonymous Call Rejection (to date only available in Texas)		$ -			
Analog Line Port Features:		$ -			
Personalized Ring (per arrangement per port)		$ -			
Hunting Arrangement (per arrangement)					
ISDN BRI Port Features (per B Channel, unless noted)		$ -			
CSV/CSD per ISDN BRI port (required/provided)					
Basic Electonic Key Terminal Service (EKTS)					
Basic EKTS provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					

	AIT Generic Rates			
WISCONSIN	**AIT RECURRING**		**AIT NON-REC.**	
	Monthly			
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKTS				
CACH EKTS includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	$ 0.01			
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		$ 469.62	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		$ 469.62	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		$ 469.62	NA
System Subsequent Change per Serving Office - Analog only system	NA		$ 62.40	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		$ 62.40	NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		$ 62.40	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Analog Line Port	$ -		$ 228.75	
Individual Features (per feature per port):	$ 374.80		NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
Call Waiting - Originating						
Call Waiting - Terminating						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI						
Standard feature initialization per Centrex System			$ 374.80		NA	
Individual features (per feature per B Channel)						
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA
		Directory Assistance/National Directory Assistance, per occurrence	$ 0.35		NA	NA
		Branding - Other - Initial/Subsequent Load			$ 1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	DA Listings					
	DA Listing Liscense					
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.040	NA

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #2 Full File (all states inclusive) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.050	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per work second	$ 0.02		NA	NA
		Branding - Other - Initial/Subsequent Load			1,800.00	
		- per call	$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
	Structure Access - Poles & Ducts		Annually			
		Per Pole attachment*	$ 3.03			
		Per Foot of innerduct	$ 0.31			
		Application fee			$ 200.00	
	Emenrgency Number Service Access		See Tariff #20 Part 23 Section 3			
		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
RECIPROCAL COMPENSATION						
	End Office Local Termination					
		Set up charge, per call	$ 0.005485			
		Duration charge, per MOU	$ 0.001662			
	Tandem Switching					
		Set up charge, per call	$ 0.000904			
		Duration charge, per MOU	$ 0.000483			
	Tandem Transport Termination					
		Set up charge, per call	$ 0.000122			
		Duration charge, per MOU	$ 0.000064			
	Tandem Transport Facility Mileage, per MOU per mile					
		Set up charge, per mile	$ 0.000008			
		Duration charge, per MOU per mile	$ 0.000003			
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004907		NA	
	Tandem Termination					
		per minute of use	$ 0.000175		NA	
	Tandem Facility					
		per minute of use	$ 0.000012		NA	
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						

	AIT Generic Rates		
WISCONSIN	**AIT RECURRING**		**AIT NON-REC.**
	Monthly		
RESALE	RECURRING	NON-RECURRING	
BUSINESS			
LOCAL EXCHANGE SERVICE			
Business 1 Party	17.50%		27.50%
Business - Measured	17.50%		27.50%
Customer Operated Pay Telephone (COPT)	17.50%		27.50%
EXPANDED LOCAL CALLING			
Extended Area Service	20.00%		20.00%
VERTICAL SERVICES			
Anonymous Call Rejection	25.00%		25.00%
Repeat Dialing (Auto Redial)	25.00%		25.00%
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	25.00%		25.00%
Call Blocker	25.00%		25.00%
Call Forwarding	25.00%		25.00%
Call Forwarding - Busy Line	25.00%		25.00%
Call Forwarding - Busy Line/Don't Answer	25.00%		25.00%
Call Forwarding - Don't Answer	25.00%		25.00%
Automatic CallBack (Call Return)	25.00%		25.00%
Automatic CallBack-Per Use (Call Return - Usage Sensitive)	25.00%		25.00%
Call Trace	25.00%		25.00%
Call Waiting	25.00%		25.00%
Caller ID WithName (Calling Name)	25.00%		25.00%
Caller ID (Calling Number)	25.00%		25.00%
MultiRing Service -1 (Personalized Ring -1 Dependent Number)	25.00%		25.00%
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	25.00%		25.00%
Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%
Selective Call Forwarding	0.00%		0.00%
Multi-Path Call Forwarding (Simultaneous Call Forwarding)	25.00%		25.00%
Remote Call Forwarding-Per Feature	25.00%		25.00%
RCF, Interstate, Interexchange	25.00%		25.00%
RCF, Intrastate	25.00%		25.00%
RCF, Interstate, International	25.00%		25.00%
RCF, Intrastate, Interexchange	25.00%		25.00%
RCF to 800	25.00%		25.00%
RCF Additional	25.00%		25.00%
Speed Calling 8	25.00%		25.00%
Speed Calling 30	25.00%		25.00%
Three Way Calling	25.00%		25.00%
Call Screening	25.00%		25.00%
Busy Line Transfer	25.00%		25.00%
Alternate Answer	25.00%		25.00%
Message Waiting - Tone	25.00%		25.00%
Easy Call	25.00%		25.00%
Prime Number Service	25.00%		25.00%
AMERITECH Privacy Manager	25.00%		25.00%
Name and Number Delivery Service	25.00%		25.00%
DID			
DID	15.00%		15.00%
TRUNKS			
Trunk	17.50%		17.50%
AIN			
Area Wide Networking	25.00%		25.00%
Ameritech Switch Alternate Routing (ANSAR)	25.00%		25.00%
Ameritech Customer Location Alternate Routing (ACLAR)	25.00%		25.00%
OTHER			
Grandfathered Services	0.00%		0.00%
Promotions (Greater than 90 days)	25.00%		25.00%
TouchTone (Business)	25.00%		25.00%
TouchTone (Trunk)	25.00%		25.00%
900/976 Call Blocking (900/976 Call Restriction)	0%		0%
976 (976 Information Delivery Service)	0%		0%

	AIT Generic Rates		
WISCONSIN	**AIT RECURRING**		**AIT NON-REC.**
	Monthly		
Access Services (See Access Tariff)	0%		0%
Additional Directory Listings	15.00%		15.00%
Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%
Connection Services	25.00%		25.00%
Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%
Shared Tenant Service	0%		0%
Data Services			
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	8.00%		8.00%
PBX Trunks	8.00%		8.00%
Mulit-Service Optical Network (MON)	8.00%		8.00%
OCn-PTP	8.00%		8.00%
ADTS-E	8.00%		8.00%
DS0	8.00%		8.00%
DS1	8.00%		8.00%
DS3	8.00%		8.00%
ISDN			
ISDN	9.70%		9.70%
DIRECTORY ASSISTANCE SERVICES			
Directory Assistance Services	15.00%		15.00%
Local Operator Assistance Service	15.00%		15.00%
TOLL			
TOLL	25.00%		25.00%
OPTIONAL TOLL CALLING PLANS			
Optional Toll Calling Plans	25.00%		25.00%
CENTREX (PLEXAR)			
Ameritech Centrex Service ACS	25.00%		25.00%
Ameritech Centrex Network Manager	0.00%		0.00%
PRIVATE LINE			
Analog Private Lines	8.00%		8.00%
Private Line Channel Services	8.00%		8.00%
RESIDENCE	***RESALE DISCOUNTS***		
LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
Life Line	0.00%		0.00%
Residence 1 Party	14.50%		25.00%
Residence Measured	14.50%		25.00%
EXPANDED LOCAL CALLING			
Extended Area Service	17.50%		17.50%
VERTICAL SERVICES			
Anonymous Call Rejection	23.00%		23.00%
Repeat Dialing (Auto Redial)	23.00%		23.00%
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%		23.00%
Call Blocker	23.00%		23.00%
Call Forwarding	23.00%		23.00%
Call Forwarding - Busy Line	23.00%		23.00%
Call Forwarding - Busy Line/Don't Answer	23.00%		23.00%
Call Forwarding - Don't Answer	23.00%		23.00%
Automatic Call-Back (Call Return)	23.00%		23.00%
Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%		23.00%
Call Trace	23.00%		23.00%
Call Waiting	23.00%		23.00%
Caller ID with Name (Calling Name)	23.00%		23.00%
Caller ID (Calling Number)	23.00%		23.00%
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%		23.00%
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%		23.00%
Remote Access to Call Forwarding (GF)	0.00%		0.00%
RCF, Interstate, Interexchange	23.00%		23.00%
RCF, Intrastate	23.00%		23.00%
RCF, Interstate, International	23.00%		23.00%

			AIT Generic Rates			
WISCONSIN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly			
	RCF, Intrastate, Interexchange		23.00%		23.00%	
	RCF to 800		23.00%		23.00%	
	RCF Additional		23.00%		23.00%	
	Selective Call Forwarding		23.00%		23.00%	
	Speed Calling 8		23.00%		23.00%	
	Three Way Calling		23.00%		23.00%	
	Call Screening		23.00%		23.00%	
	Busy Line Transfer		23.00%		23.00%	
	Alternate Answer		23.00%		23.00%	
	Message Waiting - Tone		23.00%		23.00%	
	Easy Call		23.00%		23.00%	
	AMERITECH Privacy Manager		23.00%		23.00%	
	Name and Number Delivery Service		23.00%		23.00%	
	ISDN					
	ISDN		9.70%		9.70%	
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		15.00%		15.00%	
	Local Operator Assistance Service		15.00%		15.00%	
	OTHER					
	Grandfathered Services		0.00%		0.00%	
	Promotions (Greater than 90 Days)		23.00%		23.00%	
	TouchTone		23.00%		23.00%	
	Home Services Packages		23.00%		23.00%	
	900/976 Call Blocking (900/976 Call Restriction)		0%		0%	
	976 (976 Information Delivery Service)		0%		0%	
	Access Services (See Access Tariff)		0%		0%	
	Additional Directory Listings		15.00%		15.00%	
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%		0%	
	Connection Services		25.00%		25.00%	
	Premise Services/Line Backer (Maintenance of Service Charges)		0%		0%	
	Shared Tenant Service		0%		0%	
	TOLL					
	Toll		21.50%		21.50%	
	Electronic Billing Information Data (daily usage)		$0.00			
	per message					
	Local disconnect Report (LDR)					
	Per WTN		$0.00			
	Line Connection Charge					
	Residence				N/A	
	Business				N/A	
	Service Order/Service Request Charge					
	Residence				$26.25	
	Business				$31.90	
	Non-Electronic (Manual) Service Order Charge					
	Residence				$9.02	
	Business				$9.02	
	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the					

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	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	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 8.17	See NRC Prices Below	
Zone 2 - Suburban			$ 8.17	See NRC Prices Below	
Zone 3 - Urban			$ 8.17	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			$ 18.33	See NRC Prices Below	
Zone 2 - Suburban			$ 18.33	See NRC Prices Below	
Zone 3 - Urban			$ 18.33	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	
Zone 1 - Rural			$ 8.17	See NRC Prices Below	
Zone 2 - Suburban			$ 8.17	See NRC Prices Below	
Zone 3 - Urban			$ 8.17	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

Wisconsin
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				$ 12.38	
Loop Connection Charge				$ 30.08	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
INDIANA BELL TELEPHONE COMPANY
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
SPRINT COMMUNICATIONS COMPANY L.P.

The Interconnection Agreement ("the Agreement") by and between Indiana Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and Sprint Communications Company L.P. ("CLEC") is hereby amended as follows:

(1) Correct Typographical Error in Section 14.4.1.2.3 of the UNE Appendix, by changing reference from SBC 2- state to SBC 12-State.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) WHEREAS, In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Indiana Bell Telephone Company Incorporated and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin reserves its right to exercise its option at any time in the future to adopt on a date specified by Indiana Bell Telephone Company Incorporated and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin 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. In the event that the FCC, a state regulatory agency 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 and this Amendment 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 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.

(5)This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Indiana Bell Telephone Company Incorporated and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sprint Communications Company L.P.

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type

Date: _____

Indiana Bell Telephone Company Incorporated, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin By SBC Telecommunications, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: For/ President – Industry Markets

Date: _____

AECN/OCN # _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
SPRINT COMMUNICATIONS COMPANY, L.P.

Wisconsin Bell, Inc.[1] d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and Sprint Communications Company, L.P. , a Competitive Local Exchange Carrier ("CLEC") provider in Wisconsin, (referred to as "Sprint"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment").

1. Scope of Amendment

1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 The purpose of this Amendment is to include in Sprint's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").

1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and Sprint. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

2.1 ILEC and Sprint hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

2.2 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 will apply to both ILEC and CLEC.

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

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003:	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, each Party agrees to cap its overall compensable Wisconsin ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which such Party was entitled to compensation under its Wisconsin Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, the Parties agree that ISP-bound Traffic exchanged between the parties during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether Sprint has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep For ISP-bound Traffic in New Markets

2.4.1 In the event Sprint and ILEC have not previously exchanged ISP-bound Traffic in any one or more Wisconsin LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between Sprint and ILEC for the remaining term of this Agreement in any such Wisconsin LATAs.

2.4.2 In the event Sprint and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between Sprint and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, Sprint and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between Sprint and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission . If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, Sprint and SBC Wisconsin will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3. Reservation of Rights

3.1 ILEC and Sprint agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4. Miscellaneous

4.1 If this Amendment is executed by Sprint and such executed amendment is received by ILEC on or before June 9, 2003, this Amendment will be effective as of June 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2003 will be subject to a true-up. If this Amendment is executed by Sprint but such executed amendment is not received by ILEC until after June 9, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted 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); the FCC's 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; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002);); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Section 13-408 and 13-409, 200 ILCS 5/13 408 and 13 409, and enacted into law ("Illinois Law"); the parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in Voices for Choices, et al. v. Illinois Bell Telephone Company, et al., Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocaras. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, ILEC reserves its right, to the extent ILEC has not already invoked the FCC ISP terminating compensation in Wisconsin 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 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. 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 and this Amendment 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 written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by ILEC, signing by and through its duly authorized representative, and Sprint, signing by and through its duly authorized representative

Sprint Communications Company, L.P.

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

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

By: _____

Name: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
SPRINT COMMUNICATIONS COMPANY, L.P.

Whereas, Wisconsin Bell, Inc.[1] d/b/a SBC Wisconsin ("SBC Wisconsin") and Sprint Communications Company, L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on November 21, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, on July 9, 2003, in it's UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. Add the following as paragraph 11.2.2.1 of Appendix UNE :

   SBC-Wisconsin will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented. ("Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place.)

2. Delete the current UNE price schedule and replace with the attached UNE price schedule. The rates listed in the UNE price schedule shall be implemented consistent with the WI UNE Compliance Order and CLEC's underlying Agreement.

3. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

4. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

6. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251*

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

Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's 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; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). 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 parties also acknowledge and agree that enforcement of the statute was permanently enjoined by Chief Judge Charles Kocaras on July 2, 2003 in Voices for Choices, et al. v. Illinois Bell Telephone Company, et al., Case No. 03-C-3290 (N.D. Ill.); the parties also acknowledge and agree that the judge's ruling in Case No. 03-C-3290 (N.D. Ill.) is currently on appeal to the United States Court of Appeals for the Seventh Circuit. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right, to the extent SBC ILEC has not already invoked the FCC ISP terminating compensation in INSERT the SBC ILEC state NAME 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 ILEC 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. 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 and this Amendment 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 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 any 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 required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

7. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Sprint Communications Company, L.P.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

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: _____

FACILITIES-BASED OCN# _____

ACNA _____

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loo					
	2-Wire Analog - Rural (Access Area C)		$ 15.25	$ 30.64	$ 3.86
	2-Wire Analog - Suburban (Access Area B)		$ 10.87	$ 30.64	$ 3.86
	2-Wire Analog - Metro (Access Area A)		$ 9.51	$ 30.64	$ 3.86
	Conditioning for dB Loss				
	4-Wire Analog - Rural Acess Area C)		$ 37.07	$ 30.64	$ 3.86
	4-Wire Analog - Suburban (Access Area B)		$ 27.70	$ 30.64	$ 3.86
	4-Wire Analog - Metro (Access Area A)		$ 24.56	$ 30.64	$ 3.86
	2-Wire Digital - Rural (Access Area C)		$ 23.39	$ 30.64	$ 3.86
	2-Wire Digital - Suburban (Access Area B)		$ 17.00	$ 30.64	$ 3.86
	2-Wire Digital - Metro (Access Area A)		$ 14.36	$ 30.64	$ 3.86
	4-Wire Digital - Rural (Access Area C)		$ 98.83	See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 68.05	See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 59.91	See NRC prices below	
	DS3 Loop - Rural (Access Area C)		$ 880.30	See NRC prices below	
	DS3 Loop - Suburban (Access Area B)		$ 853.21	See NRC prices below	
	DS3 Loop - Metro (Access Area A)		$ 742.82	See NRC prices below	
DSL Capable Loops					
	2-Wire Digital Loop ISDN/IDSL				
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	$ 23.39	$ 30.64	$ 3.86
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	$ 17.00	$ 30.64	$ 3.86
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	$ 14.36	$ 30.64	$ 3.86
	2-Wire xDSL Loop				
		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	$ 13.61	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	$ 10.06	$ 30.64	$ 3.86
		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	$ 9.26	$ 30.64	$ 3.86
	4-Wire xDSL Loop				
		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	$ 27.09	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	$ 19.94	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	$ 18.32	See NRC prices below	
IDSL Capable Loop					
	IDSL Loop Access Area C - Rural		$ 23.39	$ 30.64	$ 3.86
	IDSL Loop Access Area B - Suburban		$ 17.00	$ 30.64	$ 3.86
	IDSL Loop Access Area A - Metro		$ 14.36	$ 30.64	$ 3.86
	HFPL Loop				
*		HFPL Loop - Access Area C- Rural	$ 5.45		
*		HFPL Loop - Access Area B- Suburban	$ 5.45		
*		HFPL Loop - Access Area A- Metro	$ 5.45		
	Loop Qualification Process				
		Loop Qualification Process - Mechanized	N/A	$ 0.10	NA
		Loop Qualification Process - Manual	N/A	TBD	NA
		Loop Qualification Process - Detailed Manual	N/A	TBD	NA
	HFPL Splitter				
*		SBC owned splitter--line at a time	$ 1.96		

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN			**AIT RECURRING**	**AIT Non-RECURRING**	
			Monthly	**Install**	**Disconnect**
	DSL Conditioning Options - >12KFT and < 17.5KFT				
		Removal of Repeater Options	N/A	$ 149.01	N/A
		Removal Bridged Tap Option	N/A	$ 720.01	N/A
		Removal of Load Coil	N/A	$ 691.82	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
		Removal of Repeater Options	N/A	$ 145.82	N/A
		Removal Bridged Tap Option	N/A	$ 344.90	N/A
		Removal of Load Coil	N/A	$ 582.38	N/A
	DSL Conditioning - Removal of Bridged Tap (RABT)		NA		
	Removal of All Bridged Taps - Initial		NA	$ 597.10	
		(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)			
	Removal of Non-Excessive Bridged Tap - Initial		NA	$ 230.66	
		(xDSL loops from 0ft to 17,500ft in Length)			
	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental		NA	$ 230.66	
		(xDSL loops greater than 17,500ft in length)			
	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental		NA	$ 230.66	
		(xDSL loops greater than 17,500 ft in Length)			
Loop Non-Recurring Charges (Excluding DS3)					
	Bus Service Order - Establish		N/A	$ 0.07	$ 0.04
	Bus Service Order - Add/Change		N/A	$ 0.07	NA
	Bus Line Connection		N/A	$ 30.64	$ 3.86
	Res Service Order - Establish		N/A	$ 0.07	$ 0.04
	Res Service Order - Add/Change		N/A	$ 0.07	NA
	Res Line Connection		N/A	$ 30.64	$ 3.86
*	HFPL Service Order Charge		N/A	$ 0.07	$ 0.04
DS3 Loop Non-Recurring Charges					
	Administrative		N/A	$ 183.10	N/A
	Design & Central Office		N/A	$ 575.14	N/A
	Customer Connection		N/A	$ 204.37	N/A
SUB-LOOPS					
	CO to ECS sub-loop				
		2 Wire Analog - area A	$ 4.62	See NRC prices below	
		2 Wire Analog - area B	$ 5.54	See NRC prices below	
		2 Wire Analog - area C	$ 6.81	See NRC prices below	
		4 Wire Analog - area A	$ 14.45	See NRC prices below	
		4 Wire Analog - area B	$ 16.40	See NRC prices below	
		4 Wire Analog - area C	$ 19.12	See NRC prices below	
		2 Wire DSL - area A	$ 6.28	See NRC prices below	
		2 Wire DSL - area B	$ 8.68	See NRC prices below	
		2 Wire DSL - area C	$ 12.25	See NRC prices below	
		4 Wire DSL - area A	$ 12.18	See NRC prices below	
		4 Wire DSL - area B	$ 17.02	See NRC prices below	
		4 Wire DSL - area C	$ 24.13	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 13.42	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 16.11	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 19.93	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 81.02	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 91.45	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 100.53	See NRC prices below	
	CO to RT sub-loop				
		4 Wire DS1 Compatible - area A	$ 147.47	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 147.47	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 147.47	See NRC prices below	
		DS3 compatible subloop - area A	$ 731.30	See NRC prices below	
		DS3 compatible subloop - area B	$ 834.52	See NRC prices below	
		DS3 compatible subloop - area C	$ 849.77	See NRC prices below	
	CO to SAI Sub-Loop				
		2 Wire Analog - area A	$ 5.43	See NRC prices below	
		2 Wire Analog - area B	$ 5.90	See NRC prices below	

TBD -To be determined
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NA -Not Applicable

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		2 Wire Analog - area C	$ 6.69	See NRC prices below	
		4 Wire Analog - area A	$ 16.06	See NRC prices below	
		4 Wire Analog - area B	$ 17.12	See NRC prices below	
		4 Wire Analog - area C	$ 18.89	See NRC prices below	
		2 Wire DSL - area A	$ 5.08	See NRC prices below	
		2 Wire DSL - area B	$ 4.85	See NRC prices below	
		2 Wire DSL - area C	$ 4.60	See NRC prices below	
		4 Wire DSL - area A	$ 9.78	See NRC prices below	
		4 Wire DSL - area B	$ 9.33	See NRC prices below	
		4 Wire DSL - area C	$ 8.87	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 10.22	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 13.79	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 14.40	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 51.75	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 57.29	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 79.70	See NRC prices below	
	CO to Terminal sub-loop				
		2 Wire Analog - area A	$ 9.19	See NRC prices below	
		2 Wire Analog - area B	$ 10.75	See NRC prices below	
		2 Wire Analog - area C	$ 15.32	See NRC prices below	
		4 Wire Analog - area A	$ 23.60	See NRC prices below	
		4 Wire Analog - area B	$ 26.80	See NRC prices below	
		4 Wire Analog - area C	$ 36.14	See NRC prices below	
		2 Wire DSL - area A	$ 8.85	See NRC prices below	
		2 Wire DSL - area B	$ 9.70	See NRC prices below	
		2 Wire DSL - area C	$ 13.23	See NRC prices below	
		4 Wire DSL - area A	$ 17.32	See NRC prices below	
		4 Wire DSL - area B	$ 19.01	See NRC prices below	
		4 Wire DSL - area C	$ 26.12	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 13.99	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 16.67	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 23.03	See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 59.47	See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 67.16	See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 97.18	See NRC prices below	
	ECS to SAI sub-loop				
		2 Wire Analog - area A	$ 1.28	See NRC prices below	
		2 Wire Analog - area B	$ 1.20	See NRC prices below	
		2 Wire Analog - area C	$ 1.16	See NRC prices below	
		4 Wire Analog - area A	$ 2.55	See NRC prices below	
		4 Wire Analog - area B	$ 2.37	See NRC prices below	
		4 Wire Analog - area C	$ 2.29	See NRC prices below	
		2 Wire DSL - area A	$ 1.28	See NRC prices below	
		2 Wire DSL - area B	$ 1.20	See NRC prices below	
		2 Wire DSL - area C	$ 1.16	See NRC prices below	
		4 Wire DSL - area A	$ 2.55	See NRC prices below	
		4 Wire DSL - area B	$ 2.37	See NRC prices below	
		4 Wire DSL - area C	$ 2.29	See NRC prices below	
	ECS to Terminal sub-loop				
		2 Wire Analog - area A	$ 5.05	See NRC prices below	
		2 Wire Analog - area B	$ 6.05	See NRC prices below	
		2 Wire Analog - area C	$ 9.79	See NRC prices below	
		4 Wire Analog - area A	$ 10.09	See NRC prices below	
		4 Wire Analog - area B	$ 12.05	See NRC prices below	
		4 Wire Analog - area C	$ 19.54	See NRC prices below	
		2 Wire DSL - area A	$ 5.05	See NRC prices below	
		2 Wire DSL - area B	$ 6.05	See NRC prices below	
		2 Wire DSL - area C	$ 9.79	See NRC prices below	
		4 Wire DSL - area A	$ 10.09	See NRC prices below	
		4 Wire DSL - area B	$ 12.05	See NRC prices below	
		4 Wire DSL - area C	$ 19.54	See NRC prices below	
	ECS to NID sub-loop				
		2 Wire Analog - area A	$ 5.80	See NRC prices below	
		2 Wire Analog - area B	$ 6.81	See NRC prices below	
		2 Wire Analog - area C	$ 10.62	See NRC prices below	
		4 Wire Analog - area A	$ 11.56	See NRC prices below	
		4 Wire Analog - area B	$ 13.56	See NRC prices below	
		4 Wire Analog - area C	$ 21.22	See NRC prices below	

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN		AIT RECURRING	AIT Non-RECURRING	
		Monthly	Install	Disconnect
	2 Wire DSL - area A	$ 5.80	See NRC prices below	
	2 Wire DSL - area B	$ 6.81	See NRC prices below	
	2 Wire DSL - area C	$ 10.62	See NRC prices below	
	4 Wire DSL - area A	$ 11.56	See NRC prices below	
	4 Wire DSL - area B	$ 13.56	See NRC prices below	
	4 Wire DSL - area C	$ 21.22	See NRC prices below	
SAI to Terminal sub-loop				
	2 Wire Analog - area A	$ 4.88	See NRC prices below	
	2 Wire Analog - area B	$ 5.83	See NRC prices below	
	2 Wire Analog - area C	$ 9.66	See NRC prices below	
	4 Wire Analog - area A	$ 9.75	See NRC prices below	
	4 Wire Analog - area B	$ 11.66	See NRC prices below	
	4 Wire Analog - area C	$ 19.29	See NRC prices below	
	2 Wire DSL - area A	$ 4.88	See NRC prices below	
	2 Wire DSL - area B	$ 5.83	See NRC prices below	
	2 Wire DSL - area C	$ 9.66	See NRC prices below	
	4 Wire DSL - area A	$ 9.75	See NRC prices below	
	4 Wire DSL - area B	$ 11.66	See NRC prices below	
	4 Wire DSL - area C	$ 19.29	See NRC prices below	
SAI to NID sub-loop				
	2 Wire Analog - area A	$ 5.61	See NRC prices below	
	2 Wire Analog - area B	$ 6.61	See NRC prices below	
	2 Wire Analog - area C	$ 10.49	See NRC prices below	
	4 Wire Analog - area A	$ 11.22	See NRC prices below	
	4 Wire Analog - area B	$ 13.16	See NRC prices below	
	4 Wire Analog - area C	$ 20.97	See NRC prices below	
	2 Wire DSL - area A	$ 5.61	See NRC prices below	
	2 Wire DSL - area B	$ 6.61	See NRC prices below	
	2 Wire DSL - area C	$ 10.49	See NRC prices below	
	4 Wire DSL - area A	$ 11.22	See NRC prices below	
	4 Wire DSL - area B	$ 13.16	See NRC prices below	
	4 Wire DSL - area C	$ 20.97	See NRC prices below	
Terminal to NID sub-loop				
	2 Wire Analog - area A	$ 1.14	See NRC prices below	
	2 Wire Analog - area B	$ 1.15	See NRC prices below	
	2 Wire Analog - area C	$ 1.23	See NRC prices below	
	4 Wire Analog - area A	$ 2.25	See NRC prices below	
	4 Wire Analog - area B	$ 2.30	See NRC prices below	
	4 Wire Analog - area C	$ 2.47	See NRC prices below	
	2 Wire DSL - area A	$ 1.14	See NRC prices below	
	2 Wire DSL - area B	$ 1.15	See NRC prices below	
	2 Wire DSL - area C	$ 1.23	See NRC prices below	
	4 Wire DSL - area A	$ 2.25	See NRC prices below	
	4 Wire DSL - area B	$ 2.30	See NRC prices below	
	4 Wire DSL - area C	$ 2.47	See NRC prices below	
NID sub-loop element				
	2 Wire Analog - area A	TBD	See NRC prices below	
	2 Wire Analog - area B	TBD	See NRC prices below	
	2 Wire Analog - area C	TBD	See NRC prices below	
	4 Wire Analog - area A	TBD	See NRC prices below	
	4 Wire Analog - area B	TBD	See NRC prices below	
	4 Wire Analog - area C	TBD	See NRC prices below	
	2 Wire DSL - area A	TBD	See NRC prices below	
	2 Wire DSL - area B	TBD	See NRC prices below	
	2 Wire DSL - area C	TBD	See NRC prices below	
	4 Wire DSL - area A	TBD	See NRC prices below	
	4 Wire DSL - area B	TBD	See NRC prices below	
	4 Wire DSL - area C	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area A	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area B	TBD	See NRC prices below	
	2 Wire ISDN Compatible - area C	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area A	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area B	TBD	See NRC prices below	
	4 Wire DS1 Compatible - area C	TBD	See NRC prices below	
	DS3 compatible subloop - area A	TBD	See NRC prices below	
	DS3 compatible subloop - area B	TBD	See NRC prices below	
	DS3 compatible subloop - area C	TBD	See NRC prices below	
Sub-Loop Non-Recurring Charges				

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		2-Wire Analog Sub-Loop	NA	$ 137.70	$ 52.99
		4-Wire Analog Sub-Loop	NA	$ 138.64	$ 52.99
		2-Wire xDSL Digital Sub-Loop	NA	$ 148.38	$ 52.98
		4-Wire xDSL Digital Sub-Loop	NA	$ 152.36	$ 53.24
		2-Wire ISDN Digital Sub-Loop	NA	$ 176.96	$ 52.98
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	NA	$ 346.37	$ 78.59
		DS3 Sub-Loop	NA	$ 456.49	$ 125.20
	Service Order Charge				
		Establish, per occasion	NA	$ 0.07	$ 0.04
		Add or change, per occasion	NA	$ 0.07	NA
		Record Work Only	NA	$ 0.04	NA
	Line Connection Charge				
		per occasion	NA	$ 30.64	$ 3.86
DSL Cross Connects					
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.71	$ 58.59	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.71	$ 58.59	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.71	$ 71.48	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product				
HFPL OSS Charge					
*	HFPL OSS Charge - per line		$ 0.91		
HFPL LST					
	Line & Station Transfer(LST)		NA	TBD	TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation		$ 25.89	NA	NA
Unbundled Local Switching					
	ULS Usage, per Originating or Terminating MOU (statewide)		$ -		
	Daily Usage Feed (DUF), per message		$ 0.000531	NA	NA
	Customized Routing per Line Class Code, per switch		NA	$ 297.09	NA
	Billing Establishment, per CLEC, per switch		$ -		
	Service Coordination Fee, per CLEC bill, per switch		$ 1.77	NA	NA
Unbundled Local Switching with Shared Transport					
	ULS-Usage for ULS-ST, per Originating & Terminating MOU		$ -		
	ULS-ST Blended Transport MOU		$ 0.000646	NA	NA
	ULS-ST Reciprocal Compensation MOU				
		Set up charge, per call	$ 0.005485	NA	NA
		Duration charge, per MOU	$ 0.001662	NA	NA
	ULS-ST Common Transport MOU		$ 0.000485	NA	NA
	ULS-ST Tandem Switching MOU		$ 0.000229	NA	NA
	SS7 Signaling Transport associated with ULS-ST		$ 0.000044	NA	NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA	$ 120.51	NA
Port Charge Per Month					
	Analog Line Port		$ 2.83	$ 11.21	$ 0.69
	Analog Residence Only Line Port (Wisconsin Only)		$ 2.83	$ 11.21	$ 0.69
	Ground Start Port		$ 2.83	$ 11.21	$ 0.69
	Analog DID Trunk Port		$ 20.83	$ 83.25	$ 29.29
	DID Port - Telephone Number, per Number		$ 0.04	NA	NA
	ISDN BRI Port		$ 10.09	$ 83.25	$ 29.29
	ISDN BRI Port - Telephone Number, per Number		$ 0.04	NA	NA
	ISDN PRI Port		$ 163.69	$ 83.25	$ 29.29
	ISDN BRI Port - Telephone Number, per Number		$ 0.04	NA	NA
	Digital Trunking Trunk Port		$ 169.91	$ 83.25	$ 29.29
	DS1 Trunk Port		$ 169.78	$ 290.40	$ 180.70
	Centrex Basic Line Port		$ 2.83	$ 11.21	$ 0.69
	Centrex ISDN BRI Port		$ 10.09	$ 99.21	$ 39.67
	Centrex EKL Line Port		$ 5.51	$ 99.21	$ 39.67
	Centrex Attendant Console Line Port		$ 7.61	$ 99.21	$ 39.67

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Port Non-Recurring Charges			
Service Order - Line Port, per occasion	NA	$ 0.06	$ 0.04
Service Order - Trunk Port, per occasion	NA	$ 17.79	$ 8.29
Service Order - Record Order, per occasion	NA	$ 0.04	
Conversion from one port type to another, per each port changed			
Non-Recurring Rate Elements - Unbundled Local Switching			
Change one type line port to another, per each change - NRC			
CTX Cng & Rearrange per system feature per occurrence - NRC		$61.99	
CTX Feature Activation per occasion NRC		$196.52	$81.71
Trunk Ordering Development		Not Allowed	
(Basic Port = Basic, Ground Start, COPTS, and Basic Centrex)			
Service Order-Initial-Basic Port NRC		$0.06	$0.04
Basic-Subsequent Service Order- Port Conversion - NRC		$0.06	
Service Order-Record Work Only-Basic Port NRC		$0.04	
Port Connection NRC		$11.21	$0.69
Basic Port Conversion NRC		$11.19	
(Complex Port = PBX,DID/ADTS, ISDN Direct & Prime, Centrex: ISDN, EKL, Attendant)			
Service Order-Initial-Complex Port NRC		$22.75	$3.57
Complex-Subsequent Service Order- Port Conversion - NRC		$0.06	
Service Order-Record Work Only-Complex Port NRC		$0.04	
Port Connection NRC		$83.25	$29.29
Generic Centrex Basic, ISDN, EKL		$99.21	$39.67
Generic Centrex Att Console		$99.21	$39.67
Network Routing, per route per switch NRC		$18.46	$10.71
(Unbundled Local Switching Trunk Port)			
Service Order -Initial- ULS Trunk Port NRC		$17.79	$8.29
ULS-Subsequent Service Order- Port Conversion - NRC		$0.06	
Service Order -Record Work Only - ULS Trunk Port NRC		$0.04	
ULS Port Connection NRC		$290.40	$180.70
Centrex Common Block NRC		$105.24	$81.87
DID Port Add/Rearrange per Termination NRC		$18.46	$10.71
ISDN Prime Port Add or Change Channels NRC		$18.46	$10.71
Line Features - Subsequent Order - Initial Feature - Non-Recurring			
Basic		$0.05	$0.05
Simple Centrex		$1.20	$0.81
COPTS		$1.07	$0.46
PBX		$49.06	$35.57
Complex Centrex		$29.37	$26.23
DID / ADTS		$59.48	$20.45
ISDN - Direct		$118.38	$54.93
ISDN - Prime		$58.89	$27.12
Line Features - Initial & Subsequent Order - Additional Feature - Non-Recurring			
Basic		$0.02	$0.02
Simple Centrex		$0.28	$0.31
COPTS		$0.22	$0.16
PBX		$6.60	$7.64
Complex Centrex		$5.33	$5.15
DID / ADTS		$2.91	$3.39
ISDN - Direct		$9.11	$10.56
ISDN - Prime		$2.89	$3.35
Customer Training per Hour per Occ - NRC		$73.83	
Billing Development		Not Allowed	
Custom Routing - per new LCC, per switch - NRC		$297.09	
Cross Connects			
2-Wire	$ 0.19		
4-Wire	$ 0.38		
6-Wire	$ 0.57		
8-Wire	$ 0.76		
DS1/LT1	$ 0.52		
DS3/LT3	$ 0.96		
OC3	$ 103.01		
OC12	$ 542.96		
OC48	$ 1,218.40		
Tandem Switching			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
	per minute of use (without Tandem Trunks)		$ 0.000332	NA	NA
Dedicated Transport					
	Entrance Facility:				
	DS1	Zone 1	$ 59.91	NA	NA
		Zone 2	$ 68.05	NA	NA
		Zone 3	$ 98.83	NA	NA
	DS3	Zone 1	$ 677.90	NA	NA
		Zone 2	$ 684.21	NA	NA
		Zone 3	$ 699.40	NA	NA
	OC3	All Zones	$ 674.66	NA	NA
	OC12	All Zones	$ 1,496.89	NA	NA
	OC48	All Zones	$ 4,076.87	NA	NA
	Interoffice Transport:				
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 18.49	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 2.19	NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 191.33	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 33.29	NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 244.01	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 37.12	NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,013.40	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 202.01	NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 2,009.00	NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 226.97	NA	NA
Multiplexing					
	DS1 to Voice Grade		$ 342.91	NA	NA
	DS3 to DS1		$ 473.51	NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 527.17	NA	NA
		Add/Drop Function			
		- Per DS3 Add or Drop	$ 161.03	NA	NA
		- Per DS1 Add or Drop	$ 5.65	NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 838.93	NA	NA
		Add/Drop Function			
		- Per OC3 Add or Drop	$ 89.93	NA	NA
		- Per DS3 Add or Drop	$ 67.55	NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 304.35	NA	NA
		Add/Drop Function			
		- Per OC12 Add or Drop	$ 240.85	NA	NA
		- Per OC3 Add or Drop	$ 89.93	NA	NA
		- Per DS3 Add or Drop	$ 59.70	NA	NA
Dedicated Transport Cross Connects					
	DS1		$ 0.52	NA	NA
	DS3		$ 0.96	NA	NA
	OC3		$1.39	NA	NA
	OC12		$1.39	NA	NA
	OC48		$1.39	NA	NA
Dark Fiber					
	Dark Fiber Interoffice				
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$ 30.41	NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$ 0.003315	NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$ 2.69	NA	NA
	Dark Fiber Loop				
		Dark Fiber Loop Termination (Per Termination per Fiber)	$ 23.34	NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$ 0.002287	NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$ 2.17	NA	NA
	Inquiry (Per Request)				
		Dark Fiber Loop - NRC	NA	$ 69.18	NA
		Dark Fiber Sub-Loop - NRC	NA	$ 69.18	NA
		Dark Fiber Interoffice Transport - NRC	NA	$ 284.17	NA
	FIRM ORDER (Per Fiber Strand)				
		Administrative per Order			
		Connect	NA	$ 10.97	NA
		Disconnect	NA	NA	$ 12.73
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		Connect	NA	$ 310.76	NA
		Disconnect	NA	NA	$ 116.97
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		
		Connect	NA	$ 328.69	NA
		Disconnect	NA	NA	$ 119.29
		Dark Fiber Interofcfice Transport - NRC	NA		
		Connect	NA	$ 411.80	NA
		Disconnect	NA	NA	$ 106.10
Digital Cross-Connect System					
	DCS Port Charge		ICB	ICB	NA
	DS1		ICB	ICB	NA
	DS3		ICB	ICB	NA
	DCS Establishment Charge		ICB	ICB	NA
	Database Modification Charge		ICB	ICB	NA
	Reconfiguration Charge				
Dedicated Transport Network Reconfiguration Service (NRS)					
	On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions					
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	NA	$ 271.14	$ 63.91
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 55.75	NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 55.75	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC3 Entrance Facility	$55.75	NA	NA
		- (2) Per Quarter Route Mile	$ 2.82	NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 275.82	NA	NA
			$ 275.82	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC12 Entrance Facility	$275.82	NA	NA
		- (2) Per Quarter Route Mile	$ 3.05	NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 1,056.21	NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 1,056.21	$ 3,043.59	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC48 Entrance Facility	$ 1,056.21	NA	NA
		- (2) Per Quarter Route Mile	$ 12.20	NA	NA
Dedicated Transport Installation & Rearrangement Charges					
	DS1	Administration Charge - Per Order	NA	$ 346.87	NA
		Design & Central Office Connection Charge - Per Circuit	NA	$ 543.56	NA
		Carrier Connection Charge - Per Order	NA	$ 516.53	NA
	DS3	Administration Charge - Per Order	NA	$ 266.67	NA
		Design & Central Office Connection Charge - Per Circuit	NA	$ 578.43	NA
		Carrier Connection Charge - Per Order	NA	$ 345.33	NA
	OC3	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
	OC12	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
	OC48	Administration Charge - Per Order	NA	$ 98.31	$ 54.50
		Design & Central Office Connection Charge - Per Circuit	NA	$ 478.89	$ 83.94
		Carrier Connection Charge - Per Order	NA	$ 910.99	NA
Line Information Database - LIDB					
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.006051 (per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000004 (per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.006051 (per query)		
	Query Transport (Local STP Access Validation)		$ 0.000194 (per query)		
	CNAM Database Query (Regional STP Access Includes SMS)		$ 0.008631 (per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)		$ 0.008631 (per query)		
	Service Order Cost		NA	$ 25.00	NA
	Service Establishment Charge		NA	NA	NA
	LIDB Data Storage & Administration				
		Manual Update	NA	$ 2.00	(Per Update)
800 Database					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Toll Free Database Query (Regional STP Access)	$ 0.000929	NA	NA
Call Handling and Destination (Regional STP Access)	$ 0.000042	NA	NA
Toll Free Database Query (Local STP Access)	$ 0.001119	NA	NA
Call Handling and Destination (Local STP Access)	$ 0.000042	NA	NA
SS7			
SS7 Links - Cross Connects			
STP to Collocators Cage - DS0	See Dedicated Transport		
STP to Collocators Cage- DS1	See Dedicated Transport		
STP to SWBT MDF - DS0	See Dedicated Transport		
STP to SWBT DSX Frame-DS1	See Dedicated Transport		
SS7 Links			
STP Access Connection - 1.544 Mbps	See Dedicated Transport		
STP Access Link - 56 Kbps	See Dedicated Transport		
STP Port	$ 536.02	$ 878.81	$ 183.72
SS7 Signalling			
Signal Switching/IAM msg	$ 0.000127	NA	NA
Signal Transport/IAM msg	$ 0.000156	NA	NA
Signal Formulation/IAM msg	$ 0.000238	NA	NA
Signal Tandem Switching/IAM msg	$ 0.000282	NA	NA
Signal Switching/TCAP msg	$ 0.000099	NA	NA
Signal Transport/TCAP msg	$ 0.000105	NA	NA
Signal Formulation/TCAP msg	$ 0.000123	NA	NA
Point Code Addition	NA	$ 26.40	$ 30.61
Global Title Translation Addition	NA	$ 12.48	$ 26.95
Record			
Disconnect			
Unbundled Switch Port - Vertical Features			
Analog Line Port Features (per feature per port):			
Call Waiting	$ -		
Call Forwarding Variable	$ -		
Call Forwarding Busy Line	$ -		
Call Forwarding Don't Answer	$ -		
Three-Way Calling	$ -		
Speed Calling - 8	$ -		
Speed Calling - 30	$ -		
Auto Callback/Auto Redial	$ -		
Distinctive Ring/Priority Call	$ -		
Selective Call Rejection/Call Blocker	$ -		
Auto Recall/Call Return	$ -		
Selective Call Forwarding	$ -		
Calling Number Delivery	$ -		
Calling Name Delivery	$ -		
Calling Number/Name Blocking	$ -		
Anonymous Call Rejection (to date only available in Texas)	$ -		
Analog Line Port Features:	$ -		
Personalized Ring (per arrangement per port)	$ -		
Hunting Arrangement (per arrangement)			
ISDN BRI Port Features (per B Channel, unless noted)	$ -		
CSV/CSD per ISDN BRI port (required/provided)			
Basic Electonic Key Terminal Service (EKTS)			
Basic EKTS provides:			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Call Appearance Call Handling (CACH) EKTS			
CACH EKTS includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
Basic individual features:			
Additional Call Offering			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Calling Number Delivery			
Hunt Group for CSD			
Hunt Group for CSV			
Message Waiting Indicator			
Secondary Only Telephone Number			
Three Way Conference Calling			
ISDN PRI Port Features			
Backup D Channel			
Calling Number Delivery			
Dynamic Channel Allocation			
DID #s - see Analog DID Trunk Port Features			
Analog Trunk Port Features (per feature per port)			
DID #s - per telephone number	$ 0.04		
DS1 Digital Trunk Port Features (per feature per port)			
DID #s - see Analog DID Trunk Port Features	$ 0.04		
Unbundled Centrex System Options			
System Initial Establishment per Serving Office - Analog Only	NA	$ 105.24	$ 81.87
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	$ 105.24	$ 81.87
System Initial Establishment per Serving Office - ISDN BRI Only	NA	$ 105.24	$ 81.87
System Subsequent Change per Serving Office - Analog only system	NA	$ 61.99	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	$ 61.99	NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA	$ 61.99	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex			
Standard feature initialization per Analog Line Port	$ -	$ 196.52	$ 81.71
Individual Features (per feature per port):	$ 412.10	NA	
Automatic Callback Calling/Business Group Callback			
Call Forwarding Variable/Business Group Call Forwarding Variable			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Call Waiting - Intragroup/Business Group Call Waiting			
Call Waiting - Originating			
Call Waiting - Terminating			
Class of Service Restriction - Fully Restricted			
Class of Service Restriction - Semi Restricted			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Class of Service Restriction - Toll Restricted			
Consultation Hold			
Dial Call Waiting			
Directed Call Pickup - Non Barge In			
Directed Call Pickup - With Barge In			
Distinctive Ringing and Call Waiting Tone			
Hunting Arrangement - Basic			
Hunting Arrangement - Circular			
Speed Calling Personal (short list)			
Three Way Calling			
ISDN BRI Port Features for Unbundled Centrex			
Circuit Switched Voice (CSV)/(CSD) per BRI			
Standard feature initialization per Centrex System	$ 412.10	NA	
Individual features (per feature per B Channel)			
Additional Call Offering for CSV			
Automatic Callback Calling			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Forwarding Variable			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Class of Service Restriction - Fully Restricted			
Class of Service Restriction - Semi Restricted			
Class of Service Restriction - Toll Restricted			
Consultation Hold			
Dial Call Waiting			
Directed Call Pickup - Non Barge In			
Directed Call Pickup - With Barge In			
Distinctive Ringing			
Hunting Arrangement - Basic			
Hunting Arrangement - Circular			
Speed Calling Personal (short list)			
Three Way Calling			
Custom Access Treatment Code (TX only)			
Denied Origination (TX only)			
Denied Termination (TX only)			
Intercom Dialing (TX only)			
OTHER			
Directory Assistance			
Directory Assistance, per occurrence	$ 0.30	NA	NA
Directory Assistance Call Completion (DACC)	$ 0.15	NA	NA
Directory Assistance/National Directory Assistance, per occurrence	$ 0.35	NA	NA
Branding - Other - Initial/Subsequent Load		$ 1,800.00	
- per call	$ 0.025		
Branding - Facility Based - Initial/Subsequent Load			
- Branding, per trunk group	NA	$ 800.00	NA
Directory Assistance - Facilities Based Rate Reference - Initial Load	NA	$ 2,200.00	NA
Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	$ 1,000.00	NA
DA Listings			
DA Listing Liscense			
Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
- per listing for initial load	NA	$ 0.040	NA
- per listing for subsequent updates	NA	$ 0.060	NA
Option #2 Full File (all states inclusive) Billable Release			
- per listing for initial load	NA	$ 0.020	NA
- per listing for subsequent updates	NA	$ 0.030	NA

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN			AIT RECURRING	AIT Non-RECURRING	
			Monthly	Install	Disconnect
		- per usage/query	NA	$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
		- per listing for initial load	NA	$ 0.050	NA
		- per listing for subsequent updates	NA	$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release			
		- per listing for initial load	NA	$ 0.020	NA
		- per listing for subsequent updates	NA	$ 0.030	NA
		- per usage/query	NA	$ 0.020	NA
	Operator Services				
		Fully Automated Call Processing, per occurrence	$ 0.15	NA	NA
		Operator Assisted Call Processing, per work second	$ 0.02	NA	NA
		Branding - Other - Initial/Subsequent Load		1,800.00	
		- per call	$ 0.025		
		Branding - Facility Based - Initial/Subsequent Load			
		- Branding, per trunk group	NA	$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA	$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03	NA	NA
	Structure Access - Poles & Ducts		Annually		
		Per Pole attachment*	$ 3.03		
		Per Foot of innerduct	$ 0.31		
		Application fee		$ 200.00	
	Emenrgency Number Service Access		See Tariff #20 Part 23 Section 3		
		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
RECIPROCAL COMPENSATION					
	End Office Local Termination				
		Set up charge, per call	$ 0.005485	NA	NA
		Duration charge, per MOU	$ 0.001662	NA	NA
	Tandem Switching				
		Set up charge, per call	$ 0.000904	NA	NA
		Duration charge, per MOU	$ 0.000483	NA	NA
	Tandem Transport Termination				
		Set up charge, per call	$ 0.000122	NA	NA
		Duration charge, per MOU	$ 0.000064	NA	NA
	Tandem Transport Facility Mileage, per MOU per mile				
		Set up charge, per mile	$ 0.000008	NA	NA
		Duration charge, per MOU per mile	$ 0.000003	NA	NA
TRANSIT SERVICE					
	Tandem Switching				
		per minute of use	$ 0.004406	NA	NA
	Tandem Termination				
		per minute of use	$ 0.000070	NA	NA
	Tandem Facility				
		per minute of use	$ 0.000061	NA	NA
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**					
RESALE			RECURRING	NON-RECURRING	
	BUSINESS				
	LOCAL EXCHANGE SERVICE				

TBD -To be determined
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NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Business 1 Party	17.50%	27.50%	
Business - Measured	17.50%	27.50%	
Customer Operated Pay Telephone (COPT)	17.50%	27.50%	
EXPANDED LOCAL CALLING			
Extended Area Service	20.00%	20.00%	
VERTICAL SERVICES			
Anonymous Call Rejection	25.00%	25.00%	
Repeat Dialing (Auto Redial)	25.00%	25.00%	
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	25.00%	25.00%	
Call Blocker	25.00%	25.00%	
Call Forwarding	25.00%	25.00%	
Call Forwarding - Busy Line	25.00%	25.00%	
Call Forwarding - Busy Line/Don't Answer	25.00%	25.00%	
Call Forwarding - Don't Answer	25.00%	25.00%	
Automatic CallBack (Call Return)	25.00%	25.00%	
Automatic CallBack-Per Use (Call Return - Usage Sensitive)	25.00%	25.00%	
Call Trace	25.00%	25.00%	
Call Waiting	25.00%	25.00%	
Caller ID WithName (Calling Name)	25.00%	25.00%	
Caller ID (Calling Number)	25.00%	25.00%	
MultiRing Service -1 (Personalized Ring -1 Dependent Number)	25.00%	25.00%	
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	25.00%	25.00%	
Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%	
Selective Call Forwarding	0.00%	0.00%	
Multi-Path Call Forwarding (Simultaneous Call Forwarding)	25.00%	25.00%	
Remote Call Forwarding-Per Feature	25.00%	25.00%	
RCF, Interstate, Interexchange	25.00%	25.00%	
RCF, Intrastate	25.00%	25.00%	
RCF, Interstate, International	25.00%	25.00%	
RCF, Intrastate, Interexchange	25.00%	25.00%	
RCF to 800	25.00%	25.00%	
RCF Additional	25.00%	25.00%	
Speed Calling 8	25.00%	25.00%	
Speed Calling 30	25.00%	25.00%	
Three Way Calling	25.00%	25.00%	
Call Screening	25.00%	25.00%	
Busy Line Transfer	25.00%	25.00%	
Alternate Answer	25.00%	25.00%	
Message Waiting - Tone	25.00%	25.00%	
Easy Call	25.00%	25.00%	
Prime Number Service	25.00%	25.00%	
AMERITECH Privacy Manager	25.00%	25.00%	
Name and Number Delivery Service	25.00%	25.00%	
DID			
DID	15.00%	15.00%	
TRUNKS			
Trunk	17.50%	17.50%	
AIN			
Area Wide Networking	25.00%	25.00%	
Ameritech Switch Alternate Routing (ANSAR)	25.00%	25.00%	
Ameritech Customer Location Alternate Routing (ACLAR)	25.00%	25.00%	
OTHER			
Grandfathered Services	0.00%	0.00%	
Promotions (Greater than 90 days)	25.00%	25.00%	
TouchTone (Business)	25.00%	25.00%	
TouchTone (Trunk)	25.00%	25.00%	
900/976 Call Blocking (900/976 Call Restriction)	0%	0%	
976 (976 Information Delivery Service)	0%	0%	
Access Services (See Access Tariff)	0%	0%	
Additional Directory Listings	15.00%	15.00%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%	
Connection Services	25.00%	25.00%	

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NA -Not Applicable

WISCONSIN		AIT RECURRING	AIT Non-RECURRING	
		Monthly	Install	Disconnect
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%	
	Shared Tenant Service	0%	0%	
	Data Services			
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	8.00%	8.00%	
	PBX Trunks	8.00%	8.00%	
	Mulit-Service Optical Network (MON)	8.00%	8.00%	
	OCn-PTP	8.00%	8.00%	
	ADTS-E	8.00%	8.00%	
	DS0	8.00%	8.00%	
	DS1	8.00%	8.00%	
	DS3	8.00%	8.00%	
	ISDN			
	ISDN	9.70%	9.70%	
	DIRECTORY ASSISTANCE SERVICES			
	Directory Assistance Services	15.00%	15.00%	
	Local Operator Assistance Service	15.00%	15.00%	
	TOLL			
	TOLL	25.00%	25.00%	
	OPTIONAL TOLL CALLING PLANS			
	Optional Toll Calling Plans	25.00%	25.00%	
	CENTREX (PLEXAR)			
	Ameritech Centrex Service ACS	25.00%	25.00%	
	Ameritech Centrex Network Manager	0.00%	0.00%	
	PRIVATE LINE			
	Analog Private Lines	8.00%	8.00%	
	Private Line Channel Services	8.00%	8.00%	
	RESIDENCE		***RESALE DISCOUNTS***	
	LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
	Life Line	0.00%	0.00%	
	Residence 1 Party	14.50%	25.00%	
	Residence Measured	14.50%	25.00%	
	EXPANDED LOCAL CALLING			
	Extended Area Service	17.50%	17.50%	
	VERTICAL SERVICES			
	Anonymous Call Rejection	23.00%	23.00%	
	Repeat Dialing (Auto Redial)	23.00%	23.00%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%	23.00%	
	Call Blocker	23.00%	23.00%	
	Call Forwarding	23.00%	23.00%	
	Call Forwarding - Busy Line	23.00%	23.00%	
	Call Forwarding - Busy Line/Don't Answer	23.00%	23.00%	
	Call Forwarding - Don't Answer	23.00%	23.00%	
	Automatic Call-Back (Call Return)	23.00%	23.00%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%	23.00%	
	Call Trace	23.00%	23.00%	
	Call Waiting	23.00%	23.00%	
	Caller ID with Name (Calling Name)	23.00%	23.00%	
	Caller ID (Calling Number)	23.00%	23.00%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%	23.00%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%	23.00%	
	Remote Access to Call Forwarding (GF)	0.00%	0.00%	
	RCF, Interstate, Interexchange	23.00%	23.00%	
	RCF, Intrastate	23.00%	23.00%	
	RCF, Interstate, International	23.00%	23.00%	
	RCF, Intrastate, Interexchange	23.00%	23.00%	
	RCF to 800	23.00%	23.00%	
	RCF Additional	23.00%	23.00%	
	Selective Call Forwarding	23.00%	23.00%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

WISCONSIN	AIT RECURRING	AIT Non-RECURRING	
	Monthly	Install	Disconnect
Speed Calling 8	23.00%	23.00%	
Three Way Calling	23.00%	23.00%	
Call Screening	23.00%	23.00%	
Busy Line Transfer	23.00%	23.00%	
Alternate Answer	23.00%	23.00%	
Message Waiting - Tone	23.00%	23.00%	
Easy Call	23.00%	23.00%	
AMERITECH Privacy Manager	23.00%	23.00%	
Name and Number Delivery Service	23.00%	23.00%	
ISDN			
ISDN	9.70%	9.70%	
DIRECTORY ASSISTANCE SERVICES			
Directory Assistance Services	15.00%	15.00%	
Local Operator Assistance Service	15.00%	15.00%	
OTHER			
Grandfathered Services	0.00%	0.00%	
Promotions (Greater than 90 Days)	23.00%	23.00%	
TouchTone	23.00%	23.00%	
Home Services Packages	23.00%	23.00%	
900/976 Call Blocking (900/976 Call Restriction)	0%	0%	
976 (976 Information Delivery Service)	0%	0%	
Access Services (See Access Tariff)	0%	0%	
Additional Directory Listings	15.00%	15.00%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%	
Connection Services	25.00%	25.00%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%	
Shared Tenant Service	0%	0%	
TOLL			
Toll	21.50%	21.50%	
Electronic Billing Information Data (daily usage)	$0.00		
per message			
Local disconnect Report (LDR)			
Per WTN	$0.00		
Line Connection Charge			
Residence		N/A	
Business		N/A	
Service Order/Service Request Charge			
Residence		$26.25	
Business		$31.90	
Non-Electronic (Manual) Service Order Charge			
Residence		$9.02	
Business		$9.02	
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., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

COLLOCATION POWER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 BETWEEN WISCONSIN BELL, INC. D/B/A SBC WISCONSIN AND SPRINT COMMUNICATIONS COMPANY, L.P.

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between Wisconsin Bell, Inc., d/b/a SBC Wisconsin ("**SBC Wisconsin**") and Sprint Communications Company, L.P. ("**CLEC**") is dated _____, 2004.

WHEREAS, SBC Wisconsin and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") approved by the Wisconsin Public Service Commission ("State Commission"), as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Pursuant to General Terms and Conditions, Section 1.1.97 and Section 46.2.1 of the Interconnection Agreement, CLEC is purchasing all collocation arrangements pursuant to Wisconsin Tariff 20, Part 23, Section 4 and the Parties intend that the Tariff continue to apply to all such arrangement(s) except as provided herein. This Amendment memorializes the Parties' bilateral agreement on how certain rates related to monthly recurring collocation DC Power charges (DC Power Consumption) shall be billed by SBC Wisconsin to CLEC to all such arrangement(s), and to any additional collocation arrangements (whether physical, virtual or cageless) that CLEC may establish during the term of the Amendment. Accordingly, this Amendment shall apply to any such existing or additional arrangement(s) only as to application of these monthly recurring DC power charges in accordance with the Amendment's provisions. The Amendment is not intended to constitute an interpretation, clarification or modification of the Tariff.

3. By executing this Amendment, CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by SBC Wisconsin for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty and other good and valuable consideration as set forth herein, SBC Wisconsin shall prospectively bill the CLEC for DC collocation power consumption and HVAC as follows:

(a) For DC collocation power consumption, a monthly recurring rate of $10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application; and
(b) For HVAC, a monthly recurring rate of $14.62 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where SBC Wisconsin has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], based upon CLEC's above representation and warranty SBC Wisconsin shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of $10.61 per AMP for a total of twenty (20) AMPs (i.e., $212.20 per month), and SBC Wisconsin shall prospectively bill CLEC the monthly recurring HVAC charge of $14.62 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., $29.24 per month).

4. SBC Wisconsin has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 3, to pursue remedies for breach of this Amendment and the Agreement.

5. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Wisconsin's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. §251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Wisconsin's collocation DC power.

6. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Wisconsin's Tariff, or of the manner in which SBC Wisconsin has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

7. CLEC agrees to refrain from initiating or participating in any opposition activity to SBC Wisconsin's current power reduction charges, policies and practices. Further, CLEC agrees not to propose or support any proposal to reduce or change charges for collocation DC power charges (or changes in policies or application that result in a reduction or change), including any proposal to base DC collocation power charges on a metered "as used, per amp" basis. In addition, CLEC and SBC Wisconsin agree to mutually release and discharge each other from all claims which

each Party may have against the other arising directly or indirectly out of, or relating in any way, to charges for DC collocation power. The billing arrangement described in Paragraphs 2, 3 and 4 ("Billing Arrangement"), above, is integrally related to the overall settlement and the mutual release and discharge. Said mutual release and discharge, and the Billing Arrangement are expressly contingent upon:

1) approval by the State Commission of the terms and conditions of this Amendment; and

2) dismissal with prejudice of CLEC's complaint or complaints, if any, with the State Commission arising directly or indirectly out of, or relating in any way to charges for DC collocation power ("Collocation Power Complaint(s)"), to the extent CLEC has filed such Collocation Power Complaint(s); and

3) an exchange of consideration between the Parties in connection with said settlement, including a payment from CLEC to SBC of a mutually agreed upon amount.

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("**Amendment Effective Date**"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the underlying Agreement, including but not limited to the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law or other rights relating to the following actions which occurred after the Effective Date of the underlying Agreement, or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling*

that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment 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.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Communications Company, L.P.

By: _____

Printed: _____

Title:

Date: _____

AECN/OCN # 08748

Wisconsin Bell Inc., d/b/a SBC Wisconsin,
By its Authorized Agent,
SBC Telecommunications, Inc.

By: _____

Printed: _____

Title *For/* Senior Vice President – Industry Markets and Diversified Businesses

Date: _____

PSCW OCTOBER 13, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This PSCW October 13, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")[1] and Sprint Communications Company, L.P. ("CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the PSCW issued an order ("Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the Order; and

WHEREAS, Attachment A of this Amendment reflects the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates in Attachment A shall begin to apply on October 13, 2004 That is, the new rates shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to October 13, 2004 (with SBC Wisconsin performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.[2]

---

[1] Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004)

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the Order or any other PSCW order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other

PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Wisconsin (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other PSCW order (including the Wisconsin-specific requirements regarding wholesale subject matters addressed therein). SBC Wisconsin (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Communications Company, L.P.	Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Telecommunications, Inc., its authorized agent
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: For/ Senior Vice President – Industry Markets & Diversified Businesses
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

SBC Wisconsin Rates per PSCW Order in Docket 6720-TI-187

Line	WISCONSIN	USOC	Recurring	Non-Recurring Initital
1	***NETWORK ELEMENTS***			
2	**Loops**			
3	2-Wire Analog - Rural (Access Area C)	U2HXC	$ 15.86	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.17	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.53	
6	2-Wire Analog, No Signaling - Rural (Access Area C)	U2OXC	$ 15.86	
7	2-Wire Analog, No Signaling - Suburban (Access Area B)	U2OXB	$ 13.17	
8	2-Wire Analog, No Signaling - Metro (Access Area A)	U2OXA	$ 11.53	
9	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.18	
10	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.28	
11	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.10	
12	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.18	
13	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.28	
14	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.10	
15	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.57	
16	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.64	
17	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.39	
18	2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.01	
19	2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.83	
20	2-Wire EKL - Metro (Access Area A)	U2KXA	$ 14.92	
21				
22	4-Wire Analog - Rural (Acess Area C)	U4HXC	$ 38.45	
23	4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.36	
24	4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.21	
25	2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.83	
26	2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.23	
27	2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.39	
28				
29	**DSL Capable Loops**			
30	2-Wire xDSL Loop			
31	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.17	
32	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.17	
33	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.69	
34				
35	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.17	
36	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.17	
37	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.69	
38				
39	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3, U2UXC	$ 13.17	
40	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2, U2UXB	$ 12.17	
41	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1, U2UXA	$ 11.69	
42				
43	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.17	
44	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.17	
45	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.69	
46				
47	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3, U2FXC	$ 13.17	
48	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2, U2FXB	$ 12.17	
49	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1, U2FXA	$ 11.69	
50				

	WISCONSIN			**Recurring**	**Non-Recurring**
Line			**USOC**		Initial
51		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.17	
52		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.17	
53		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.69	
54	4-Wire xDSL Loop				
55		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13, U4LXC	$ 24.37	
56		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12, U4LXB	$ 22.26	
57		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11, U4LXA	$ 21.09	
58					
59	**IDSL Capable Loop**				
60	IDSL Loop Access Area C - Rural		UY5FC	$ 21.83	
61	IDSL Loop Access Area B - Suburban		UY5FB	$ 18.23	
62	IDSL Loop Access Area A - Metro		UY5FA	$ 15.39	
63					
64	DSL Conditioning Options - >12KFT and < 17.5KFT				
65		Removal of Repeater Options	NRBXV		$0.00
66		Removal Bridged Tap Option	NRBXW		$0.00
67		Removal of Load Coil	NRBXZ		$0.00
68	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
69		Removal of Repeater Options	NRBNL		$0.00
70		Removal Bridged Tap Option	NRBNK		$0.00
71		Removal of Load Coil	NRBNJ		$0.00
72					

WISCONSIN NETWORK ELEMENT RATE AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")[1] and Sprint Communications Company, L.P. (CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order; and

WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in these various orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, and by the FCC in the FCC Orders, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates in Attachment A are those that shall apply as of March 11, 2005. However, the parties recognize that, in accordance with the Agreement, the UNE Compliance Order, the 187 Order, the Category 3 Order, and the FCC Orders, many of these rates have retroactive applicability and therefore, SBC Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. SBC Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of

[1] Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames[2] and rate elements affected are described below:

2.1.2.1 Rate elements on DS1 Loops – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through March 10, 2005. Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSCW in the 187 Order took effect.

2.1.2.2 Rate elements on Loops with capacities less than DS1 – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through October 12, 2004. The rates for these elements that were adopted by the PSCW in the 187 Order apply to the period following October 12, 2004.

2.1.2.3 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is $0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLEC has an option to elect either Option 1 - a $0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a $0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If CLEC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. CLEC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if CLEC fails to make an election, CLEC will be assigned the default choice of Option 1. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection – In accordance with the options described in section 2.1.2.3, CLEC hereby elects:

_____ Option 1 ($0.16 charge for unlimited conversions)

____X____ Option 2 ($0.10 charge for a maximum of 15 conversions per 12 mos)

2.1.2.4 Miscellaneous elements – When SBC Wisconsin initially implemented the rate elements from the UNE Compliance Order in 2003, it inadvertently omitted changes to certain rate elements from the price schedule. These elements were: Transit Service; Daily Usage File, per message; Digital DS1 Service Admin Charge – Disconnect; Digital DS1 Design and CO Connection – Disconnect Order; POTS Electronic Service Order – Disconnect; POTS Manual Disconnect Service Order Charge; Unbundled Tandem Trunk Service Charge – Port Disconnect; Unbundled Tandem Trunk Subsequent Trunk Group – Disconnect; Port Disconnect Charge Trunk Translations Features. In accordance with the UNE Compliance Order, these rates are retroactively effective back to May 21, 2002.

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein, and the prohibition on ordering certain elements shall be applied in accordance with Section 2.4 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's UNE Compliance Order, 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the 187 Order or any other PSCW order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Communications Company, L.P.	Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: AVP-Local Interconnection Marketing
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

Line	WISCONSIN	USOC	SBC Recurring Monthly with $0.10 IDLC	SBC Non Recurring Initial	SBC Non Recurring Additional
1	***NETWORK ELEMENTS***				
2	**Loops**				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	$ 15.96	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.27	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.63	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.28	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.38	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.20	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.28	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.38	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.20	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.67	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.74	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.49	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.11	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.93	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	$ 15.02	See NRC Prices Below	
18	4-Wire Analog - Rural (Acess Area C)	U4HXC	$ 38.55	See NRC Prices Below	
19	4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.46	See NRC Prices Below	
20	4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.31	See NRC Prices Below	
21	2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.93	See NRC Prices Below	
22	2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.33	See NRC Prices Below	
23	2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.49	See NRC Prices Below	
24	4-Wire Digital - Rural (Acess Area C)	4U1XC	$ 52.76		
25	4-Wire Digital - Suburban (Access Area B)	4U1XB	$ 54.35		
26	4-Wire Digital - Metro (Access Area A)	4U1XA	$ 45.05		
27					
28	**DSL Capable Loops**				
29	2-Wire xDSL Loop				
30	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.27	See NRC Prices Below	
31	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.27	See NRC Prices Below	
32	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.79	See NRC Prices Below	
33					
34	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.27	See NRC Prices Below	
35	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.27	See NRC Prices Below	
36	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.79	See NRC Prices Below	
37					
38	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.27	See NRC Prices Below	
39	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.27	See NRC Prices Below	
40	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.79	See NRC Prices Below	
41					
42	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.27	See NRC Prices Below	
43	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.27	See NRC Prices Below	
44	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.79	See NRC Prices Below	
45					
46	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.27	See NRC Prices Below	
47	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.27	See NRC Prices Below	
48	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.79	See NRC Prices Below	
49					
50	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.27	See NRC Prices Below	
51	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.27	See NRC Prices Below	
52	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.79	See NRC Prices Below	
53	4-Wire xDSL Loop				
54	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.47	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.36	See NRC prices below	
56	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.19	See NRC prices below	
57					
58	**IDSL Capable Loop**				
59	IDSL Loop Access Area C - Rural	UY5FC	$ 21.93	See NRC Prices Below	
60	IDSL Loop Access Area B - Suburban	UY5FB	$ 18.33	See NRC Prices Below	
61	IDSL Loop Access Area A - Metro	UY5FA	$ 15.49	See NRC Prices Below	
62					
63	DSL Conditioning Options - >12KFT and < 17.5KFT				
64	Removal of Repeater Options	NRBXV		$0.00	N/A
65	Removal Bridged Tap Option	NRBXW		$0.00	N/A
66	Removal of Load Coil	NRBXZ		$0.00	N/A
67	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				

	WISCONSIN				SBC Recurring	SBC Non Recurring	
Line				USOC	Monthly with $0.10 IDLC	Initial	Additional
68			Removal of Repeater Options	NRBNL		$0.00	N/A
69			Removal Bridged Tap Option	NRBNK		$0.00	N/A
70			Removal of Load Coil	NRBNJ		$0.00	N/A
71	**Removal of All or NON-Excessive Bridged Tap (RABT) - MMP**						
72			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		$0.00	
73			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		$0.00	
74			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		$0.00	
75			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM		$0.00	
76							
77	**Loop Non-Recurring Charges**						
78		Digital DS1 Service Admin Charge – Disconnect		NR90T		$ 55.72	
79		Digital DS1 Design and CO Connection – Disconnect Order		NR9OV		$ 81.11	
80							
81	**Port Non-Recurring Charges**						
82		POTS Electronic Service Order – Disconnect		NRMGQ		$ 0.04	
83		POTS Manual Disconnect Service Order Charge		NHCMU		$ 42.10	
84		Unbundled Tandem Trunk Service Charge – Port Disconnect		NKCQJ		$ 8.29	
85							
86	Daily Usage Feed (DUF), per message			USAGE	$0.000531		
87							
88	**TRANSIT SERVICE**						
89		Tandem Switching - per minute of use		USAGE			
90		Tandem Termination - per minute of use		USAGE			
91		Tandem Facility - per minute of use		USAGE			
92							
93							
94	***RESALE***					**SBC Non Recurring**	
95		**Electronic Billing Information Data (daily usage)**		RESALE			
96		per message		USAGE	$0.000531		
97							
98	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., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.						

AMENDMENT TO
INTERCONNECTION AGREEMENTS
by and between
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, Wisconsin Bell, Inc. d/b/a SBC Wisconsin
and
Sprint Communications Company, L.P.

1.0 The currently effective Interconnection Agreements, by and between 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, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC") and Sprint Communications Company, L.P. ("Sprint") are hereby amended as follows:

Appendix Network Interconnection Methods (NIM) is amended to add the following as a new paragraph - Section 4.7.1:

Sprint may purchase SS7 from the SBC interstate or intrastate access tariffs rather than under the interconnection terms and conditions provided in this NIM Appendix. Provided however, when Sprint purchases SS7 from such tariff, no fees or compensation associated with SS7 service (including reciprocal compensation) will be charged by either party beyond the rates applicable under the access tariff from which such service is purchased.

2.0 All other terms and conditions of the Agreements remain unchanged.

3.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.

4.0 Except as modified herein, all other terms and conditions of the underlying agreements shall remain unchanged and in full force and effect.

5.0 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand

Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

6.0 Illinois, Wisconsin, Indiana and Michigan: The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the state commission and shall become effective ten (10) days following approval by such Commission. FOR OHIO ONLY: The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

7.0 This Amendment shall be filed with and subject to approval by the state commissions in Illinois, Indiana, Ohio, Wisconsin and Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this _____ day of _____, 2005, by SBC, signing by and through its duly authorized representative, and Sprint, signing by and through its duly authorized representative.

Sprint Communications Company, L.P.

By:_____

Name: _____

Title: _____

Date: _____

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., their authorized agent

By:_____

Name: _____

Title: AVP-Local Interconnection Marketing

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

TRIENNIAL REVIEW ORDER DECLASSIFICATION AND TRO REMAND ORDER TRANSITIONAL AMENDMENT

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, by its TRO, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, Southwestern Bell Telephone, L.P. d/b/a SBC Wisconsin[1] ("SBC WISCONSIN") is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in United States Telecom Ass'n v. F.C.C., 359 F3d 554 (D.C. Cir. 2004) ("USTA II") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the USTA II decision vacated certain of the FCC rules and parts of the TRO requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,[2] on February 4, 2005 ("TRO Remand Order"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS")), and holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1. Lawful UNEs and Declassification. SBC WISCONSIN will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules, e.g. 47 C.F.R. Part 51, and associated lawful and effective FCC and judicial orders, in SBC WISCONSIN's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC WISCONSIN shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs under this agreement to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules, and associated lawful and effective FCC and judicial orders. UNEs that SBC WISCONSIN is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs." A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c) (3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified".

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[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc., (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Wisconsin as SBC Wisconsin.

[2] Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

1.1 TRO-Declassified Elements. Pursuant to the *TRO*, nothing in the Agreement requires SBC WISCONSIN to provide to CLEC any of the following items as unbundled network elements Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

(i) entrance facilities;
(ii) DSO or OCn level dedicated transport;
(iii) enterprise market (DS1 and above) local switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);
(iv) OCn loops;
(v) the feeder portion of the loop;
(vi) line sharing except for customers grandfathered pursuant to 47 C.F.R. §51.319(a)(1)(i)(A);
(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
(viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
(ix) packet switching, including routers and DSLAMs;
(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC WISCONSIN has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC WISCONSIN will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.2 TRO Remand-Declassified Elements (Mass Market Unbundled Local Switching and UNE-P)

1.2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P"). Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC WISCONSIN shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers (i.e., only Mass Market ULS or Mass Market UNE-P ordered by CLEC before March 11, 2005), the price for such Mass Market ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS and UNE-P, plus one dollar. For purposes of this Paragraph, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) CLEC shall be fully liable to SBC WISCONSIN to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

1.2.2 CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).

1.2.3 Paragraphs 1.2.1 and 1.2.2, above, apply and are operative regardless of whether CLEC is requesting Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

1.3 TRO Remand Declassified Elements (High-capacity Loop and Transport)

1.3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable. Wire centers are identified on the list by their eight character CLLI code. SBC WISCONSIN has posted this information on CLEC Online. See https://clec.sbc.com/clec. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) and 51.319(e)(3), as applicable. Wire centers are identified on the list by their eight character CLLI code. SBC WISCONSIN has posted this information on CLEC Online. See https://clec.sbc.com/clec. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

Dark Fiber Transport, in excess of the –caps and between any pair of Tier 1 or Tier 2 wire centers as described in Rule 51.319(e)(2)(iv) and 51.319(e)(3). Wire centers are identified on the list by their eight character CLLI code. SBC WISCONSIN has posted this information on CLEC Online. See https://clec.sbc.com/clec. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

The above-listed element(s) are referred to herein as the "Affected Element(s)."

1.3.2 Accordingly, pursuant to Rules 51.319(a) and (e), although SBC WISCONSIN shall continue to provide CLEC's embedded base of the Affected Loop-Transport Element(s) (i.e., only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%*. CLEC shall be fully liable to SBC WISCONSIN to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

1.3.3 CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 months for DS1/DS3 or 18 months for Dark Fiber from the TRO Remand Order's effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC WISCONSIN by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

1.3.4 Paragraphs 1.3.1 and 1.3.2, above, apply and are operative regardless of whether CLEC is requesting the Affected Loop-Transport Element(s) under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

1.4 Non-Impaired Wire Center Criteria and Related Processes.

1.4.1 SBC WISCONSIN has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section pursuant to Rules 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections pursuant to Rules 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. SBC WISCONSIN's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as

outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC WISCONSIN will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 1.4 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 1.4 of this Amendment.

1.4.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections pursuant to Rules 51.319(a)(4),Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections pursuant to Rules 51.319(a)(4),Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC WISCONSIN wire center non-impairment designation, the CLEC will provide a self-certification to SBC WISCONSIN identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC WISCONSIN as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC WISCONSIN claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC WISCONSIN. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC WISCONSIN shall provision the requested facilities in accordance with CLEC's order and within SBC WISCONSIN's standard ordering interval applicable to such facilities. If SBC WISCONSIN in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 1.4 of this Amendment, SBC WISCONSIN will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

1.4.2.1 The parties recognize that wire centers that SBC WISCONSIN had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC WISCONSIN may add the wire center to the list of designated wire centers and the Parties will use the following process:

1.4.2.1.1 SBC WISCONSIN may update the wire center list as changes occur.

1.4.2.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC WISCONSIN will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

1.4.2.1.3 SBC WISCONSIN will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

1.4.2.1.4 In the event the CLEC disagrees with SBC WISCONSIN's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute SBC WISCONSIN'S determination regarding the wire center by providing a self-certification to SBC WISCONSIN.

1.4.2.1.5 If the CLEC does not use the self-certification process described in this Section 1.4 of this Amendment to self-certify against SBC WISCONSIN's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 1.3.3 of this Amendment, whichever is later for the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

1.4.2.1.6 If the CLEC does provide self-certification to dispute SBC WISCONSIN's designation determination within 60 calendar days of the issuance of the Accessible Letter, SBC WISCONSIN may dispute CLEC's self-certification as described in Sections 1.4.2.3 and 1.4.2.4 of this Amendment and SBC WISCONSIN will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

1.4.2.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

1.4.2.2 If the Commission has previously determined, in any proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections pursuant to Rules 51.319(a)(4),Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved SBC WISCONSIN's designations. If CLEC does not dispute SBC WISCONSIN's wire center determinations but it is subsequently determined by the Commission that CLECs are entitled to the provision of DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251 for the wire centers/routes in question, Sprint can begin ordering the affected services upon the effective date of such determination.

1.4.2.3 If it desires to do so, SBC WISCONSIN can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: SBC WISCONSIN will notify the CLEC of its intent to dispute the CLECs' self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC WISCONSIN will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later. SBC WISCONSIN will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. SBC WISCONSIN's failure to file a timely challenge, i.e., within 60 days of the

CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by SBC WISCONSIN of its rights to challenge any subsequent self certification for the affected wire center except as provided below. SBC WISCONSIN shall promptly notify CLEC of any time where SBC WISCONSIN has waived its ability to challenge a self-certification as to any wire center for carrier. SBC WISCONSIN may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.4.2.1 of this Amendment. During the timeframe of any dispute resolution proceeding, SBC WISCONSIN shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.4.2.3.1 For wire centers designated by SBC WISCONSIN prior to March 11, 2005 and

1.4.2.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005.

1.4.2.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 1.3.2 of this Amendment between March 11, 2005 and the end of the initial TRRO transition period described in Section 1.3.3. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.3.2 of this Amendment. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.4.2.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after SBC WISCONSIN's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.3.2 of this Amendment. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.4.2.3.2 For wire centers designated by SBC WISCONSIN after March 11, 2005.

1.4.2.3.2.1 For affected loop/transport elements ordered before SBC WISCONSIN's wire center designation.

1.4.2.3.3.1.1 If the applicable transition period is within the initial *TRRO* transition period described in Section 1.3.3 of this

Amendment, CLEC will provide true-up during the period between the date that is thirty (30) days after SBC WISCONSIN's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 1.4.2.1.7 of this Amendment.

1.4.2.3.2.1.2 If the applicable transition period is after the initial TRRO transition period described in Section 1.3.3 of this Amendment has expired, CLEC will provide true-up based on the transitional rate described in Section of this 1.4.2.1.7 Amendment between the date that is thirty (30) days after SBC WISCONSIN's notice of non-impairment and the end of the applicable transition period described in Section and the equivalent special access rates during 1.4.2. the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.4.2.1.7 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.4.2.3.2.2 For affected loop/transport elements ordered after SBC WISCONSIN's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after SBC WISCONSIN's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.4.2.1.7 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.4.2.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC WISCONSIN will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC WISCONSIN intends to rely, which will include the detailed business line information for the SBC WISCONSIN wire center or centers that are the subject of the dispute.

1.4.3 The provisions of Section 1.3.3 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 1.3.3 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC WISCONSIN in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

1.4.4 SBC WISCONSIN will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. SBC WISCONSIN will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically

requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

1.4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended

1.4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.3.3 of this Amendment above, and if CLEC and SBC WISCONSIN have failed to reach agreement under Section 1.3.3 of this Amendment above as to a substitute service arrangement or element, then SBC WISCONSIN may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

2. New Combinations Involving Lawful UNEs

2.1 Subject to the provisions hereof and upon CLEC request, SBC WISCONSIN shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

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

2.2 In the event that SBC WISCONSIN denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, SBC WISCONSIN shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC WISCONSIN shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2. of this Amendment.

2.3 In accordance with and subject to the provisions of this Section 2., including Section 2.3.2 and 2.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Amendment shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.3.1 SBC WISCONSIN is willing to perform the actions necessary to complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Amendment, subject to the following:

2.3.1.1 Section 2., including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC WISCONSIN 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 WISCONSIN. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC WISCONSIN from taking any

position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

2.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, the Parties agree to negotiate an amendment to this Agreement to effectuate such change in law pursuant to Section 21 of the General Terms and Conditions of this Agreement.

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

2.3.3 For a new Lawful UNE combination, if any, CLEC shall issue appropriate service requests. These requests will be processed by SBC WISCONSIN, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

2.3.4 Upon notice by SBC WISCONSIN, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC WISCONSIN in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 4. For any such work done by SBC WISCONSIN under Section 2.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC WISCONSIN, 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.

2.4 In accordance with and subject to the provisions of this Section 2., any request not included in Section 2.3 in which CLEC wants SBC WISCONSIN to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants SBC WISCONSIN to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

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

2.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by SBC WISCONSIN under Section 2.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC WISCONSIN'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 WISCONSIN to perform work not required by Section 2.1, CLEC shall be charged a market-based rate for any such work.

2.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2. apply only in situations where each of the following is met:

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

2.5.2 SBC WISCONSIN's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.5.3 INTENTIONALLY LEFT BLANK.

2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC WISCONSIN's network; and

2.6 INTENTIONALLY LEFT BLANK.

2.7 INTENTIONALLY LEFT BLANK.

2.8 Conversion of Wholesale Services to Lawful UNEs.

2.8.1 Upon request, SBC WISCONSIN shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Amendment, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.8.2 Where processes for the conversion requested pursuant to this Amendment are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.8.3 Except as agreed to by the Parties or otherwise provided hereunder, SBC WISCONSIN shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC WISCONSIN's may charge applicable service order charges and record change charges.

2.8.4 This Section 2.8 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Amendment.

2.8.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, CLEC agrees to convert the Lawful UNE or Lawful UNE combination, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.8.5.1 This Section 2.8.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an SBC WISCONSIN service.

2.8.5.2 SBC WISCONSIN may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

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

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

2.9 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs.

2.9.1 Except as provided below in this Section 2.9 or elsewhere in the Agreement and subject to this Section and Section 2.8, Conversion of Wholesale Services to UNEs, of this Amendment, SBC WISCONSIN shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.9.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section [2.9.3] of this Amendment (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.9.2 SBC WISCONSIN is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

2.9.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.9.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC WISCONSIN local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.9.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.9.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

2.9.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Lawful UNE Amendment; and

2.9.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Lawful UNE Amendment; and

2.9.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Amendment; and

2.9.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that included arrangements cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC WISCONSIN shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Lawful UNE Amendment.

2.9.3 A collocation arrangement meets the requirements of Section 2.9 of this Lawful UNE Amendment if it is:

2.9.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC WISCONSIN's premises within the same LATA as the End User's premises, when SBC WISCONSIN is not the collocator; or

2.9.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC WISCONSIN is the collocator.

2.9.4 An interconnection trunk meets the requirements of Sections 2.9.2.2.5 and 2.9.2.2.6 of this Lawful UNE Amendment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.9.5 For a new circuit to which Section 2.9.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.9.2.2.1 and Section 2.9.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.9.2.2.1 and/or Section 2.9.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC WISCONSIN provisions such new circuit. CLEC must provide SBC WISCONSIN with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.9.5.1 Section 2.9.5 does not apply to existing circuits to which Section 2.9.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.9.2.2.1 and Section 2.9.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.9.6 CLEC must provide the certification required by Section 2.9 on a form provided by SBC WISCONSIN, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.9.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC WISCONSIN.

2.9.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC WISCONSIN may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.9. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning

upon SBC WISCONSIN's written notice that an audit will be performed for that State, subject to Section 2.9.7.4 of this Section.

2.9.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

2.9.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

2.9.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.9.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.9, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was determined to be non-compliant as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC WISCONSIN. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 82.9 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, SBC WISCONSIN shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.9.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.9, CLEC must reimburse SBC WISCONSIN for the cost of the independent auditor and for SBC WISCONSIN's costs in the same manner and using the same methodology and rates that SBC WISCONSIN is required to pay CLEC's costs under Section 2.18.7.4.2.

2.9.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.9, SBC WISCONSIN must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.9.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.9.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.9 in all cases and, further, the failure of SBC WISCONSIN to require such compliance, including if SBC WISCONSIN provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.9, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.10 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.11 SBC WISCONSIN will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Lawful UNEs Amendment.

2.12 The Parties acknowledge that this Amendment Lawful UNEs does not contain the terms and conditions under which CLEC will obtain access to network elements from SBC WISCONSIN pursuant to § 271 of the Act but is limited to access to UNEs pursuant to § 251(d)(2) of the Act. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC WISCONSIN to enforce the foregoing (including if SBC WISCONSIN fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC WISCONSIN may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC WISCONSIN may process any such order as being submitted under this Lawful UNE Amendment and, further, may convert any element provided under tariff, to this Lawful UNE Amendment, effective as of the later in time of the (i) effective date of this Amendment, or (ii) the submission of the order by CLEC.

3. Commingling

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

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

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

3.1.3 Commingling is not permitted, nor is SBC WISCONSIN required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC WISCONSIN's ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC WISCONSIN's network.

3.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

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

3.2 Except as provided in this Section and, further, subject to the other provisions of this Agreement, SBC WISCONSIN shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC WISCONSIN to the extent required by Lawful and effective FCC rules and associated Lawful and effective FCC and judicial orders.

3.3 Upon request, and subject to this Section 2, SBC WISCONSIN shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN (as well as requests where CLEC also wants SBC WISCONSIN to complete the actual Commingling), except that SBC WISCONSIN shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC WISCONSIN's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC WISCONSIN's network.

3.4 In accordance with and subject to the provisions of this Section 3, any request by CLEC for SBC WISCONSIN to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC WISCONSIN to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.

3.4.1 SBC WISCONSIN has developed a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time in order to add new Commingled Arrangements developed via the BFR process and as required for future declassification of UNEs pursuant to change of law.

3.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

3.4.3 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC WISCONSIN under this Section 4 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC WISCONSIN's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC WISCONSIN to perform work not required by this Section 4.4, CLEC shall be charged a market-based rate for any such work.

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

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

3.7 In the event that Commingling also involves SBC WISCONSIN performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 4 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

3.8 Subject to this Section 3, SBC WISCONSIN shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC WISCONSIN.

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

4. Routine Network Modifications

Furthermore, for purposes of this Amendment, SBC WISCONSIN shall make routine network modifications to UNE Local Loop and UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested UNE Local Loop or UNE Dedicated Transport facility has already been constructed. SBC WISCONSIN shall perform routine network modifications to UNE Local Loop and UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop or UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.1 A routine network modification is an activity that SBC WISCONSIN regularly undertakes for its own retail customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loops for its own retail customers, under the same conditions and in the same manner that SBC WISCONSIN does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

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

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

4.5 This Agreement does not require SBC WISCONSIN to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC WISCONSIN has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to build TDM capability into new or existing packet-based networks that never had TDM capability; nor does this Agreement prohibit SBC WISCONSIN from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC WISCONSIN complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii), 51(319)(a)(3)(iv), and 51.325-51.335.

4.6 Notwithstanding anything to the contrary herein, SBC WISCONSIN's obligations with respect to routine network modifications apply only where the loop or transport transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC WISCONSIN's hybrid loops, only with respect to any existing capabilities of SBC WISCONSIN's hybrid loops. SBC WISCONSIN has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

4.7 SBC WISCONSIN shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC WISCONSIN), and in the state specific Appendix Pricing (SBC WISCONSIN) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

4.8 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section *2.8* of this Amendment.

4.9 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the SBC WISCONSIN in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

5. Fiber Loops.

5.1 Definitions.

(A) Fiber-to-the-home loops. A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

(B) Fiber-to-the-curb loops. A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

5.2 New builds. SBC WISCONSIN is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when SBC WISCONSIN deploys such a loop to a residential unit that previously has not been served by any loop facility.

5.3 Overbuilds. SBC WISCONSIN is not required to provide nondiscriminatory access to fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when SBC WISCONSIN has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

(A) SBC WISCONSIN must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC WISCONSIN retires the copper loops pursuant to paragraph (a)(3)(iii) of this section.

(B) When SBC WISCONSIN maintains the existing copper loops pursuant to paragraph (a)(3)(ii)(A) of this section, SBC WISCONSIN need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case SBC WISCONSIN shall restore the copper loop to serviceable condition upon request.

(C) When SBC WISCONSIN retires the copper loop pursuant to paragraph (a)(3)(iii) of this section, SBC WISCONSIN shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis.

5.4 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop or a fiber-to-the-curb loop, SBC WISCONSIN must comply with:

(A) The network disclosure requirements set forth in section 251(c)(5) of the Act and in § 51.325 through § 51.335; and

(B) Any applicable state requirements.

6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

7. Intentionally Left Blank.

8. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC WISCONSIN shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly

reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC WISCONSIN has adopted the FCC ISP terminating compensation plan ("FCC Plan") in WISCONSIN, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC WISCONSIN's right to exercise its option at any time to adopt on a date specified by SBC WISCONSIN the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

9. This Amendment shall not modify or extend the effective date or term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

10. This Amendment shall be filed and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2006, by the Parties, signing by and through their duly authorized representatives

Sprint Communications Company L.P.

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Southwestern Bell Telephone, L.P. d/b/a SBC Wisconsin by AT&T Operations, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: Executive Directory-Regulatory

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN AND DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS

This Amendment is entered into by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and DIECA Communications, Inc. d/b/a Covad Communications ("Covad") (collectively, the "Parties").

WHEREAS, Covad has requested to adopt the Sprint Communications Company L.P. Interconnection Agreement in the state of Wisconsin under Section 251(i) of the Telecommunications Act of 1996 (the "Separate Agreement"); and

WHEREAS, contemporaneous with the Commission's approval of Covad's adoption of the Separate Agreement (hereafter referred to as "underlying Agreement"), Covad and AT&T Wisconsin's desire to amend the underlying Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.

1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the underlying Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Parties agree to amend the underlying Agreement by replacing the existing Appendix DSL (including Line Sharing or HFPL) of the Agreement with the attached Appendix xDSL. The Parties further agree that the attached Appendix xDSL shall supercede and replace all rates, terms and conditions of the existing Appendix DSL (including Line Sharing or HFPL) in its entirety.

2.2 The Parties agree to amend the underlying Agreement by deleting Section 4.6.2 of the General Terms and Conditions in its entirety and replacing it with the following:

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

3. AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective on the Commission's approval of Covad's adoption of the Separate Agreement ("Amendment Effective Date")and is subject to approval by the Commission.

4. TERM OF AMENDMENT

4.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

The Parties are currently negotiating contract language that addresses AT&T Wisconsin's obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Covad's own elements or UNEs in commingled arrangements, if any, in light of the current lawful and effective FCC rules and associated FCC and judicial orders. By executing this contract amendment, neither Party waives any of its rights with regards to SBC ILEC's obligations to provide UNEs, combinations of UNEs, combinations of UNE(s) and Cpvad's own elements or UNEs in commingled arrangements in light of the current lawful and effective FCC rules and associated FCC and judicial orders.

6. MISCELLANEOUS

6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.

6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 2nd day of November, 2006 by AT&T Wisconsin, signing by and through its duly authorized representative, and DIECA Communications, Inc. d/b/a Covad Communications signing by and through its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad Communications

Signature: [signature]

Name: James A. Kirkland
(Print or Type)

Title: SVP, Strategic Dev + GC
(Print or Type)

Date: 10/31/06

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: NOV 0 2 2006

APPENDIX xDSL

1.0 INTRODUCTION

1.1 AT&T WISCONSIN agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Appendix and the FCC's *Triennial Review Order*, and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 DEFINITIONS

2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of xDSL technologies.

2.1.1 For purposes of this Appendix, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based service over such loop.

2.1.2 For purposes of this Appendix, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T WISCONSIN's outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply, as applicable, to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

2.2 Conditioning is defined as the removal by AT&T WISCONSIN from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by AT&T WISCONSIN to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.

2.3 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).

2.4 Intentionally left blank

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

2.7* "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).

2.8* "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."

2.9* "Acceptance Testing" shall be defined as the joint testing for xDSL loops between AT&T WISCONSIN's Technician, its Local Operations Center ("LOC"), and CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL-CAPABLE LOOPS

3.1 AT&T WISCONSIN is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 AT&T WISCONSIN will not impose limitations on the transmission speeds of xDSL services. AT&T WISCONSIN will not restrict CLEC's services or technologies to a level at or below those provided by AT&T WISCONSIN.

3.3 AT&T WISCONSIN will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix.

3.4 AT&T WISCONSIN shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. AT&T WISCONSIN will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, CLEC will provide documentation describing that action to AT&T WISCONSIN and the Commission before or at the time of their request to deploy that technology in WISCONSIN. 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.

3.6 Parties to this Appendix agree that unresolved disputes arising under this Appendix will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Each Party, whether CLEC or AT&T WISCONSIN, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AT&T WISCONSIN 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") facilities.

3.7.2 For any technology, CLEC's use of any AT&T WISCONSIN network element, or of its own equipment or facilities in conjunction with any AT&T WISCONSIN network element, will not materially interfere with or impair service over any facilities of AT&T WISCONSIN, its affiliated companies or connecting and concurring carriers involved in AT&T WISCONSIN services, cause damage to AT&T WISCONSIN's plant, impair the privacy of any communications carried over AT&T WISCONSIN's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T WISCONSIN 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. AT&T WISCONSIN will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If AT&T WISCONSIN does not believe CLEC has made the sufficient showing that it is not the cause of the 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 Agreement. Any claims of network harm by AT&T WISCONSIN must be supported with specific and verifiable supporting information. AT&T WISCONSIN may not disconnect the elements or otherwise discontinue or refuse service during the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.

3.8 Indemnification

3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications 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), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, 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, or damage indemnified pursuant to Section

3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to 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 used by Indemnitee in the area affected by the claim, 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 Indemnifying Party's investigation and defense of the Covered Claim by responding to 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 Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 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.

3.9 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.

4.0 UNBUNDLED XDSL-CAPABLE LOOP OFFERINGS

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional, subject to conditioning charges and will be performed by AT&T WISCONSIN at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule 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-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Appendix UNE to this Agreement.) A portion of an IDSL Loop may be provisioned using digital fiber facilities and necessary digital electronics to provide service in certain situations. 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 the Pricing Schedule 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 that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional and will be performed by AT&T WISCONSIN at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Appendix UNE.

4.2 xDSL Subloop: An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps (bridge taps in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridge taps on an existing subloop is optional, subject to conditioning charges and will be performed by AT&T WISCONSIN at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 AT&T WISCONSIN shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of CLEC as provided in Section 6 below.

4.4 AT&T WISCONSIN will not impose limitations on the transmission speeds of xDSL services. AT&T WISCONSIN will not restrict CLEC's services or technologies to a level at or below those provided by AT&T WISCONSIN. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC shall at the time of ordering notify AT&T WISCONSIN as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify AT&T WISCONSIN. Upon request by CLEC, AT&T WISCONSIN should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. AT&T WISCONSIN will use this information 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, CLEC shall provide AT&T WISCONSIN with a technical description of the technology (including power mask) for inventory purposes. AT&T WISCONSIN will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of AT&T WISCONSIN's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.5 In the event that AT&T WISCONSIN rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, AT&T

WISCONSIN will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, AT&T WISCONSIN will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement. In the event that AT&T WISCONSIN should reject CLEC's provision of an advanced service, AT&T WISCONSIN will disclose to CLEC, upon request, the specific reason for denial within 48 hours for the rejection. AT&T WISCONSIN will also 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. If there is any dispute between the Parties with respect to this Section, AT&T WISCONSIN will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.6 AT&T WISCONSIN will not deny 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 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.

4.6.1 Upon request by CLEC, AT&T WISCONSIN will cooperate in the testing of new xDSL technologies, on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation. Upon request by CLEC, AT&T WISCONSIN will cooperate in the deployment of new xDSL technologies, subject to the terms and conditions of the BFR.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T WISCONSIN will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Appendix], then AT&T WISCONSIN will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Section 6 below). AT&T WISCONSIN's ordering procedures will remain substantially the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop, as defined in this Appendix, the Parties shall expend diligent efforts 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 Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.

4.8 If AT&T WISCONSIN or another carrier claims that an CLEC service is significantly degrading the performance of other advanced services or traditional voice band services, then AT&T WISCONSIN or that other carrier must notify CLEC and CLEC must cooperate with AT&T WISCONSIN or other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that AT&T WISCONSIN or another carrier demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 Each party must abide by Commission or FCC-approved spectrum management standards. AT&T WISCONSIN shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.10 AT&T WISCONSIN shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

5.1 General: AT&T WISCONSIN will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T WISCONSIN is providing any other CLEC and/or AT&T WISCONSIN or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by AT&T WISCONSIN to AT&T WISCONSIN's service representative and/or AT&T WISCONSIN's advanced services affiliate to provision its own retail xDSL service.

5.2 AT&T WISCONSIN shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.

5.3 Loop Qualification: AT&T WISCONSIN will provide access to its existing Datagate and EDI interfaces that will allow CLEC, as well as AT&T WISCONSIN's retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the loop makeup information, when such information is contained in AT&T WISCONSIN's electronic databases. If CLEC elects to have AT&T WISCONSIN provide actual loop makeup information through a manual process for information that is in AT&T WISCONSIN's internal records but is not available electronically, then the interval will be 5 business days or the interval provided to AT&T WISCONSIN's advanced services affiliate, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridge taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridge taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. AT&T

WISCONSIN also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where AT&T WISCONSIN has not compiled loop qualification information for itself, AT&T WISCONSIN is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. Not withstanding the above, when AT&T WISCONSIN performs a manual loop qualification, AT&T WISCONSIN will update the information in the appropriate mechanized provisioning system(s). If AT&T WISCONSIN has manual access to this sort of information for itself, or any affiliate, AT&T WISCONSIN will provide access to it to CLEC on a non-discriminatory basis. To the extent AT&T WISCONSIN has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 AT&T WISCONSIN will provide near real time, electronic access to its EDI and WebLEX systems needed for efficient provisioning of advanced services such as xDSL.

5.7 To the extent that AT&T WISCONSIN develops new systems necessary for provisioning, of UNEs covered by this Appendix AT&T WISCONSIN is required to make such functionality available to CLEC.

6.0 PROVISIONING

6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T WISCONSIN is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridge taps, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

6.2 Regardless of whether conditioning is performed, the loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2.1 In so far as it is technically feasible, at CLEC's request, AT&T WISCONSIN shall test and report troubles for all the features functions and capabilities of conditioned copper lines and may not restrict its testing to voice transmission only.

6.3 With respect to any CLEC request for loop conditioning, including to remove bridge taps on a loop under this Appendix, AT&T WISCONSIN will remove any excessive bridge taps on the loop so that the loop is conditioned to meet applicable industry standards.

6.4 The provisioning and installation interval for an xDSL loop, where no conditioning is requested, 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 AT&T WISCONSIN's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to AT&T WISCONSIN's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is requested, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order for which conditioning is requested will have a provisioning and installation interval agreed by the

parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length.

6.5 Subsequent to the initial order for a xDSL loop or subloop, additional conditioning for the removal of excessive bridge taps, load coils, and/or repeaters, may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL loop order, no additional service order charges shall be assessed, but the due date may be adjusted as 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.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring for 2-wire xDSL loops when used to provision ADSL at rates set forth in the Pricing Schedule.

6.7 Except as in the same manner as described in Section 4.4, 4.5 and 10.5, AT&T WISCONSIN shall keep CLEC deployment information confidential from AT&T WISCONSIN's retail operations, any AT&T WISCONSIN affiliate, or any other CLEC.

7.0* ACCEPTANCE TESTING

7.1* Should CLEC desire Acceptance Testing, CLEC 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.

7.2* Acceptance Testing Procedure:

7.2.1* Upon delivery of a loop to CLEC, AT&T WISCONSIN's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1* Except for IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T WISCONSIN field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2* For IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T WISCONSIN field technician will not perform a short or open circuit.

7.2.2* If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for xDSL loops, CLEC will provide AT&T WISCONSIN with a confirmation number and AT&T WISCONSIN will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3* If the Acceptance Test fails loop continuity test parameters, as defined by this Appendix for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with 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 AT&T WISCONSIN technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T WISCONSIN will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T

WISCONSIN with a confirmation number and AT&T WISCONSIN will complete the order. If CLEC does not send its confirmation number to AT&T WISCONSIN, AT&T WISCONSIN may close the order. AT&T WISCONSIN will not complete an order that fails Acceptance Testing.

7.2.4* Until such time as CLEC and AT&T WISCONSIN agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops without testing the complete circuit. Consequently, AT&T WISCONSIN agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of AT&T WISCONSIN), AT&T WISCONSIN will adjust CLEC's bill and refund the recurring charge of such a loop until AT&T WISCONSIN has resolved the problem and closed the trouble ticket.

7.2.5* AT&T WISCONSIN will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the AT&T WISCONSIN LOC or field technician on hold for over ten (10) minutes. In that case, AT&T WISCONSIN may close the order utilizing existing procedures. Except as otherwise provided in this Appendix, if no trouble ticket is opened on that loop within 24 hours, AT&T WISCONSIN may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop accepted. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from AT&T WISCONSIN error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and AT&T WISCONSIN will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by AT&T WISCONSIN to not meet loop continuity test parameters as defined herein, AT&T WISCONSIN will not charge for any acceptance testing performed on the repair call.

7.2.6* If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be AT&T WISCONSIN's error, AT&T WISCONSIN will credit CLEC for any charge(s) previously assessed to CLEC for the test.

7.2.7* Both Parties will work together 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 Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require AT&T WISCONSIN to expend additional time and expense.

7.3* Acceptance Testing Billing

7.3.1* 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 performed by AT&T WISCONSIN due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and materials basis, in 30-minute increments, for the AT&T WISCONSIN technician time involved, at the tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for 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.

8.0* COOPERATIVE TESTING

8.1* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative 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 of the tariffed charges referenced above.

8.2* Intentionally left blank

8.3* 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. AT&T WISCONSIN shall not perform or bill CLEC for Cooperative Testing unless CLEC affirmatively requests such testing.

8.4* If the trouble ticket was opened without a request for Cooperative Testing, and CLEC determines 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* Cooperative Testing Procedure:

8.5.1* The AT&T WISCONSIN field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2* If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for xDSL capable loops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3* If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for xDSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with 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 CLEC for another Cooperative Test.

8.5.4* AT&T WISCONSIN will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. AT&T WISCONSIN may then close the trouble ticket, document the time and reason, and bill CLEC for ten (10) minutes of time, as provided for in Section 7.3.1 above.

9.0 SERVICE QUALITY AND MAINTENANCE

9.1* AT&T WISCONSIN 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 AT&T WISCONSIN beyond these parameters will be billed on a time and materials basis, in 30-minute increments, for the AT&T WISCONSIN technician time involved, at the rates set forth in the FCC Tariff No. 73, Section 13.4.4, as such tariff may be modified from time to time. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours as provided for in such tariff.

9.2* Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis at the tariffed rates references in Section 9.1 above. On loops where CLEC has requested that no conditioning be performed, AT&T WISCONSIN'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, AT&T WISCONSIN will verify continuity, the completion of all requested conditioning, 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.

9.3* For loops currently in service where trouble ticket resolution has identified that excessive bridge taps (bridge taps 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 AT&T WISCONSIN to resolve the trouble ticket, AT&T WISCONSIN, at its 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 CLEC on a loop currently in service and AT&T WISCONSIN determines that an LST can be performed, the appropriate AT&T Local Operations Center ("LOC") will contact CLEC to inform that an LST will be performed in lieu of CLEC's requested conditioning. In such cases that AT&T WISCONSIN 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 Schedule. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T WISCONSIN network-related problem, CLEC will not be charged the LST rate or for AT&T WISCONSIN's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-AT&T WISCONSIN network-related problem, then the Maintenance of Service charges referenced in Section 9.1 above shall apply, in addition to the LST charge will apply. If a LST is performed, AT&T WISCONSIN will use its best efforts to minimize any disruption in service.

9.4 Each xDSL-Capable Loop offering provided by AT&T WISCONSIN to CLEC will be at least equal in quality and performance as that which AT&T WISCONSIN provides to itself or to an affiliate.

10.0 SPECTRUM MANAGEMENT

10.1 CLEC will advise AT&T WISCONSIN of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to AT&T WISCONSIN, 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 loop, CLEC will notify AT&T WISCONSIN 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 AT&T WISCONSIN as set forth in Section 4.4 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 AT&T WISCONSIN shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. AT&T WISCONSIN may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. AT&T WISCONSIN may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. AT&T WISCONSIN will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. AT&T WISCONSIN will not deny requests for loops based on spectrum management issues.

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, AT&T WISCONSIN, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. AT&T WISCONSIN will assign the local loop consistent with the agreed-to spectrum management standards.

10.4 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 Agreement, AT&T WISCONSIN 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.

10.5 In such case, AT&T WISCONSIN will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T WISCONSIN, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T WISCONSIN 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, AT&T WISCONSIN will, upon request from 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, if any.

10.6 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, if AT&T WISCONSIN and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then AT&T WISCONSIN and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 PRICING

11.1 The rates applicable to xDSL Capable Loops and the associated charges are set forth in the Pricing Schedule to the Agreement.

11.1.1 When CLEC orders an xDSL loop, AT&T WISCONSIN will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, and CLEC requests that AT&T WISCONSIN perform conditioning, then the conditioning charges set forth in the Pricing Schedule shall apply. AT&T WISCONSIN's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

11.1.2 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL loop greater than 12,000 feet in length in which CLEC requests the removal of excessive bridge taps, load coils, and/or repeaters.

11.2 The Parties further understand and agree that nothing in this Appendix shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.

12.0 PERFORMANCE MEASURES

12.1 Performance Measures, if any, applicable to provisions of this Appendix are contained in Appendix Performance Measures of this Agreement.

13.0 RESERVATION OF RIGHTS/INTERVENING LAW

13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

* The inclusion of the provisions noted above with asterisks in this Appendix xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

WISCONSIN BELL, INC.
October 26, 2006

ATT WI/DIECA COMM d/b/a COVAD

Line	WISCONSIN	USOC	AT&T Recurring Monthly with $0.10 IDLC	AT&T Non Recurring Initial	AT&T Non Recurring Additional
1	***NETWORK ELEMENTS***				
2	**DSL Capable Loops**				
3	2-Wire xDSL Loop				
4	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.27	See NRC Prices Below	
5	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.27	See NRC Prices Below	
6	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.79	See NRC Prices Below	
7					
8	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.27	See NRC Prices Below	
9	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.27	See NRC Prices Below	
10	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.79	See NRC Prices Below	
11					
12	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.27	See NRC Prices Below	
13	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.27	See NRC Prices Below	
14	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.79	See NRC Prices Below	
15					
16	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.27	See NRC Prices Below	
17	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.27	See NRC Prices Below	
18	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.79	See NRC Prices Below	
19					
20	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.27	See NRC Prices Below	
21	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.27	See NRC Prices Below	
22	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.79	See NRC Prices Below	
23					
24	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.27	See NRC Prices Below	
25	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.27	See NRC Prices Below	
26	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.79	See NRC Prices Below	
27	4-Wire xDSL Loop				
28	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.47	See NRC prices below	
29	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.36	See NRC prices below	
30	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.19	See NRC prices below	
31					
32	**IDSL Capable Loop**				
33	IDSL Loop Access Area C - Rural	UY5FC	$ 21.93	See NRC Prices Below	
34	IDSL Loop Access Area B - Suburban	UY5FB	$ 18.33	See NRC Prices Below	
35	IDSL Loop Access Area A - Metro	UY5FA	$ 15.49	See NRC Prices Below	
36					
37	DSL Conditioning Options - >12KFT and < 17.5KFT				
38	Removal of Repeater Options	NRBXV		$0.00	N/A
39	Removal Bridged Tap Option	NRBXW		$0.00	N/A
40	Removal of Load Coil	NRBXZ		$0.00	N/A
41	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
42	Removal of Repeater Options	NRBNL		$0.00	N/A
43	Removal Bridged Tap Option	NRBNK		$0.00	N/A
44	Removal of Load Coil	NRBNJ		$0.00	N/A
45	**Removal of All or NON-Excessive Bridged Tap (RABT) - MMP**				
46	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		$0.00	
47	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		$0.00	
48	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		$0.00	
49	Removal of All Bridged Tap DSL loops >17.5KFT. - per element incremental	NRMRM		$0.00	
50					
51	**Loop Non-Recurring Charges**				
52	Digital DS1 Service Admin Charge – Disconnect	NR90T		$ 55.72	
53	Digital DS1 Design and CO Connection – Disconnect Order	NR9OV		$ 81.11	
54					

AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC") (collectively, the "Parties") previously entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSC-WI") directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI's determinations for DS1 and DS3 rate structures;

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 To conform the Agreement to effectuate certain non recurring DS1 and DS3 structure changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non-recurring DS1 and DS3 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either AT&T Wisconsin or CLEC from taking any position with respect to the UNE Compliance Order or any other PSC-WI order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the UNE Compliance Order or any other PSC-WI order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

In Witness Whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

DIECA Communications, Inc. d/b/a Covad Communications Company

Signature: _____

Name James A. Kirkland
(Print or Type)

Title SVP, Strategic Dev & GC
(Print or Type)

Date: 10/31/06

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 11/2/06

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line			USOC	Monthly	Initial	Additional
1	**DS1 Loop Non-Recurring Charges**					
2		Administrative Charge - per order	NR9OR		$ 138.62	
3		Administrative Charge - per order - Disconnect	NR9OT		$ 55.72	
4		Design & Central Office Connection Charge-per circuit	NR9OU		$ 433.60	
5		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		$ 81.11	
6		Customer Connection Charge per Termination	NR9OW		$ 179.90	
7						
8	**DS3 Loop Non-Recurring Charges**					
9		Administrative Charge - per order	NR9OY	N/A	$ 83.66	N/A
10		Administrative Charge - Disconnect Order	NR9OZ	NA	$ 39.93	
11		Design & Central Office Connection Charge, per circuit	NR9O1	N/A	$ 587.70	N/A
12		Design & Central Ofice Connection Charge, per circuit - Disconnect	NR9O2	NA	$ 82.92	
13		Customer Connection Charge per Termination	NR9O3	N/A	$ 197.18	N/A
14						