

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS

**Optional Attachment to Appendix DSL Loops,
Post-Triennial Review Line sharing Appendix
(HFPL) and Attachment High Frequency Portion
of the Centrex Facility (HFPCL)**

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PRICING

**ATTACHMENT FOR THE REMOVAL OF ALL OR
NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS**
**Optional Attachment to Appendix xDSL Loops, Post-Triennial Review Line Sharing
Appendix (HFPL) and High Frequency Portion of the Centrex Facility (HFPCCL)
Attachment**

1. INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process for xDSL Loops, the High Frequency Portion of the Loop (HFPL) and the High Frequency Portion of the Centrex Facility ("HFPCCL"). This optional process is available to CLEC as an alternative to SBC-12STATE's existing ordering processes.
- 1.2 To the extent that CLEC wishes to order the RABT on HFPLs via the MMP Process as outlined in this Attachment and operate hereunder, CLEC shall have in place (or obtains in conjunction with this Attachment) an effective Post Triennial Review Line Sharing Appendix and any RABT ordered by CLEC under this optional Attachment shall be subject to, the rates, terms and conditions set forth and/or referenced in, SBC-12STATE's Post-Triennial Review Line Sharing Appendix. To the extent that CLEC wishes to order RABT on xDSL Loops and/or the HFPCCL as outlined in this Attachment and operate hereunder, CLEC shall have in place (or obtain in conjunction with this Attachment) effective xDSL and HFPCCL rates, terms and conditions, as applicable, which are set forth elsewhere in this Agreement and any xDSL Loops and HFPCCLs ordered by CLEC via this optional Attachment shall be subject to the xDSL and HFPCCL rates, terms and conditions, as applicable, set forth elsewhere in this Agreement.

2. DEFINITIONS

- 2.1 "**Actual Loop Length**" for purposes of this Attachment refers to the total physical length of a copper loop between the SBC-12STATE Main Distribution Frame ("MDF") and the terminal location serving the End User. Any additional length attributable to the central office wiring, drop wiring, bridged tap, and inside wiring at the End User's location is not included in the calculation of the Actual Loop Length.
- 2.2 "**Commission**" means the following, applicable State agency(ies) with regulatory authority over telecommunications: the Arkansas Public Service Commission; the Public Utilities Commission of the State of California; the Illinois Commerce Commission; the Indiana Utilities Regulatory Commission; the Kansas Corporation Commission; the Michigan Public Service Commission; the Missouri Public Service Commission; the Public Utilities Commission of Nevada; the Public Utilities Commission of Ohio; the Oklahoma Corporation Commission; the Public Utility Commission of Texas; and the Public Service Commission of Wisconsin.
- 2.3 "**Conditioning**" as used herein shall refer to the removal by SBC-12STATE of load coil(s), excessive bridged tap(s), and/or repeater(s) on a loop upon request by CLEC in order for CLEC to provide xDSL-based service over an xDSL Loop, the HFPL and/or HFPCCL at the conditioning rates set forth in this Agreement, and subject to the terms and conditions set forth elsewhere in this Agreement. To the extent that CLEC does not have conditioning rates, terms and conditions set forth elsewhere in this Agreement for the removal of load coil(s), excessive bridged tap(s), and/or repeater(s) that are above \$0.00, conditioning rates, terms and conditions will need to be incorporated into this Agreement before CLEC may request, and SBC-12STATE is obligated to perform, loop conditioning for CLEC via the RABT-MMP Process. In addition, under the rates, terms and conditions set forth and/or referenced in this Attachment, loop conditioning may also include the removal of "all" or "non-excessive" bridged tap from an xDSL Loop, HFPL and/or HFPCCL.
- 2.4 "**End User(s)**" as used herein shall mean 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

- User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.5 "**Excessive bridged tap**" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.6 "**Minimum qualifications**" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.
- 2.7 "**No Sync situation**" as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.8 "**Non-excessive bridged tap**" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 2.9 "**Removal of All or Non-Excessive Bridged Tap**" as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of non-excessive bridged tap as defined herein, in response to a request by CLEC, in connection with CLEC's xDSL Loop, HFPL or HFPCL.
- 2.10 "**SBC CALIFORNIA**" as used herein means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.11 "**SBC Communications Inc. (SBC)**" means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.12 "**SBC ILLINOIS**" shall as used herein means Illinois Bell Telephone Company, d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.13 "**SBC NEVADA**" as used herein means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 2.14 "**SBC MIDWEST REGION 5-STATE**" as used herein means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.15 "**SBC SNET**" as used herein means The Southern New England Telephone Company, the applicable SBC-owned ILEC doing business in Connecticut. This Attachment is not currently available in **SBC SNET**'s incumbent local exchange areas in Connecticut.
- 2.16 "**SBC SOUTHWEST REGION 5-STATE**" as used herein means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.17 "**SBC-12STATE**" as used herein means the following, applicable SBC-owned ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.18 "**SBC-2STATE**" as used herein means the following, applicable SBC-owned ILECs: Nevada Bell Telephone Company d/b/a SBC Nevada and Pacific Bell Telephone Company, d/b/a SBC California.

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

- 3.1 To be eligible for RABT-MMP, a CLEC shall have ordered an xDSL Loop, the HFPL or HFPCL on its original service order. After the service order has completed, the CLEC must generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center (LOC) and specify the type of bridged tap conditioning requested on the trouble ticket. Upon the CLEC's request, the LOC will investigate and will address any SBC-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC-12STATE does not guarantee the synchronization of any loop.
- 3.2 Except as otherwise provided below, in response to CLEC's trouble ticket for the RABT-MMP, SBC-12STATE will offer CLEC, a zero plus five (0 + 5) business day interval, subject to Sections 3.2.1 and 3.2.2 below.
- 3.2.1 In those instances where SBC-12STATE determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Attachment e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC-12STATE, SBC-12STATE has no obligation to perform the requested conditioning under this Attachment.
- 3.2.2 In those instances where SBC-12STATE determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC-12STATE, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC-12STATE will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops, the HFPL or HFPCL in parity with the repair intervals SBC-12STATE provides to its advanced services affiliate(s) in that same SBC-12STATE state. SBC-12STATE will advise CLEC as soon as possible when SBC-12STATE is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the zero plus five (0+ 5) business day interval.
- 3.3 If the Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on the trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for SBC-12STATE to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by SBC-12STATE pursuant to the applicable, attached state-specific RABT Pricing Schedule(s).

4. TESTING

- 4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops, the HFPL and HFPCL as applicable, elsewhere in this Agreement.
- 4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to SBC-12STATE interferor information on the loop at the time of opening the trouble ticket. For best results, the CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to opening of a trouble ticket for the RABT, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by SBC-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the

trouble ticket will be closed in **SBC-2-STATE** and **SBC SOUTHWEST REGION 5-STATE** as a 'No Trouble Found' (NTF) and in **SBC MIDWEST REGION 5-STATE** as 'Customer Provided Equipment,' and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to the following applicable, regional FCC tariffed rates: provided, however, the tariffed rates referenced below 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.

***SBC CALIFORNIA** only: Section 175-T and section 13 Access Tariff of the FCC No. 1.

***SBC MIDWEST REGION 5-STATE** only Section 13.2.6 of the FCC No. 2.

***SBC NEVADA** only: Section 18.8.2 of the FCC No. 1.

***SBC SOUTHWEST REGION 5-STATE** only: Sections 13.4.2 and 13.4.4 of the FCC No. 73. *Rates subject to tariff changes, as such tariffs may be modified from time to time.

5.2 CLEC may open a trouble ticket for the RABT via the following two methods:

5.2.1 By calling the Local Operations Center and opening a manual ticket with its specific conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. Vendor meet procedures can be found in **SBC-12STATE**'s CLEC On-Line Handbook.
4. It is the CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by **SBC-12STATE** i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information.
5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops, the HFPL and/or HFPL, provided for elsewhere in this Agreement.

5.3 Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the RABT conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:

5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, **SBC-12STATE** will use that designation and the initiation of the trouble ticket by the CLEC as approval for loop conditioning and the loop will be conditioned by **SBC-12STATE**. The CLEC will then be billed and shall pay the conditioning charges set forth on the applicable, attached state-specific RABT Pricing Schedule(s), in addition to any other applicable conditioning charges set forth elsewhere in this Agreement upon the completion of the requested conditioning by **SBC-12STATE**.

5.3.2 Except as otherwise provided for herein, if a CLEC's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, **SBC-12STATE** will bill and CLEC shall pay the conditioning charges set forth on the applicable, attached, state-specific RABT Pricing Schedule(s), in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, for any conditioning performed by **SBC-12STATE** at CLEC's request.

- 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that SBC-12STATE shall charge and CLEC shall pay for the RABT are set forth on the attached applicable, state-specific RABT Pricing Schedule(s), which is/are incorporated herein by this reference.

7. WAIVERS

- 7.1 SBC-2STATE: The Parties acknowledge that SBC-2STATE may have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment issued prior to making such rate table modifications are not subject to SBC-2STATE's obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

8. RESERVATION OF RIGHTS /INTERVENING LAW

- 8.1 In entering into this Attachment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003, in the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998); the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999); the FCC's Supplemental Order Clarification, in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001); and 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") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Attachment), SBC ILEC 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. The preceding includes without limitation that SBC ILEC shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC ILEC network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. 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 including, without limitation, this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement including, without limitation, this Attachment, 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. 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, including but not limited to the xDSL rates, terms and conditions, the Post-Triennial Review Line Sharing Appendix and the optional HFPC Attachment, as applicable, to 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 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.