

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 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.
- 1.4 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-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

- 1.13 As used herein, AM-IL means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, AM-OH means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, AM-WI means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with SBC-13STATE's obligation under Section 251(c)(4)(A) of the Act and in accordance with state laws, rules, regulations, and state Commission orders allowing any applicable limitation on Resale, CLEC may resell other Telecommunications Services offered at retail by SBC-13STATE at the discount set forth in Appendix Pricing.
 - 2.1.1 This section applies only to SWBT-KS:
 - 2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll.
- 2.2 SBC-13STATE will offer products and services to CLEC for resale pursuant to applicable law and relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by SBC-13STATE to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's

location, to which SBC-13STATE provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by SBC-13STATE to SBC-13STATE's End Users through tariff(s), the rules and regulations associated with SBC-13STATE's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply to the extent such tariff restrictions are not inconsistent with CLEC's obligation under 251(b)(1) of the Act. Use limitations shall be in parity with services offered by SBC-13STATE to its End Users.
- *3.2 CLEC may resell Plexar®, Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations and commission orders; provided however, CLEC shall in all circumstances conform CLEC's service offerings to applicable state and federal laws, rules, regulations and Commission orders.
- 3.3 SBC-13STATE will offer aggregation for the purpose of resale volume discounts where it is not inconsistent with arbitration or orders, which impact CLECs on a general basis such as State rulemaking proceedings.
- 3.3.1 This section applies only to SWBT-TX:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, SWBT-TX will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall not resell residential class of service to End Users who are not eligible to purchase residential class of service.
- 3.4.1 CLEC may only resell "special needs services," pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. As used herein, the term

* This Section 3.2 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

"special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

3.4.1.1 [Paragraph deleted in its entirety.]

3.4.1.2 [Paragraph deleted in its entirety.]

3.4.1.3 [Paragraph deleted in its entirety.]

3.4.2 This section applies only to SBC-SWBT, SBC-OH, SBC-WI, SBC-MI, and SBC-IN.

3.4.2.1 CLEC may only resell low income assistance services, e.g., LifeLine and Link-Up services, pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

3.4.2.2 [Paragraph deleted in its entirety.]

3.4.2.3 [Paragraph deleted in its entirety.]

3.4.2.4 [Paragraph deleted in its entirety.]

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

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

3.4.3.2 [Paragraph deleted in its entirety.]

3.4.3.3 [Paragraph deleted in its entirety.]

3.4.3.3.1 [Paragraph deleted in its entirety.]

3.4.3.4 [Paragraph deleted in its entirety.]

3.4.4 [Paragraph deleted in its entirety.]

3.4.4.1 [Paragraph deleted in its entirety.]

3.4.4.2 [Paragraph deleted in its entirety.]

3.4.4.3 [Paragraph deleted in its entirety.]

- 3.4.4.4 [Paragraph deleted in its entirety.]
- 3.4.4.5 [Paragraph deleted in its entirety.]

3.5 Promotions

- 3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the “Resale” category and in accordance with state specific Commission requirements.
- 3.5.2 This section applies only to NEVADA and SWBT-MO:
 - 3.5.2.1 NEVADA and SWBT-MO promotions of eighty-nine (89) days or less are not available to CLEC for resale.
- 3.5.3 This section applies only to PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK:
 - 3.5.3.1 PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK promotions of ninety (90) days or less are not available to CLEC for resale.
- 3.5.4 This section applies only to SWBT-KS:
 - 3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.
- 3.5.5 This section applies only to SWBT-TX:
 - 3.5.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.
- 3.6 SBC-13STATE will offer resale for any Telecommunication services provided at retail to subscribers who are not Telecommunication carriers.
- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 SBC-13STATE shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by SBC-13STATE as the incumbent local exchange carrier.
- 3.11 For Wisconsin

Description:

Following are the service charge descriptions that are applicable for Wisconsin residence and business accounts.

Wisconsin service charges can be grouped into three main categories:

- Service Ordering Charge
- Line Connection Charge
- Installation Charges (IC)

A Service Ordering Charge is the charge for receiving, recording and processing information necessary to execute an end user's request for service. One service ordering charge is applicable when all the work or service is ordered at the same time for the same account and is performed or provided on the same premises.

There are three types of Service Ordering Charges. They are:

Order Type	Description:
Service Ordering - Establish	<ul style="list-style-type: none"> • for connecting new or additional facilities per end user request
Service Ordering - Add or Change	<ul style="list-style-type: none"> • for moving or changing existing service or adding new or additional service other than new central office lines, per end user request
Service Ordering - Record Type Orders Only	<ul style="list-style-type: none"> • applicable for changes for Telecommunications Carrier requests

	which do not involve central office or premise work (e.g., directory listings)
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There are two types of Line Connection Charges. They are:

Order Type	Description:
Central Office Line Connection Charge	<ul style="list-style-type: none"> • for establishing a central office line; up to and including the Standard Network Interface (SNI), protector, or its equivalent (demarcation point) inside the end user’s premises. • per central office line
Central Office Work Charge	<ul style="list-style-type: none"> • for work performed in the central office to change existing service • per central office line

An Installation Charge (IC) applies as a one-time charge at the time of installation for a specific product and is in addition to any other service ordering charges.

“AS-IS” Assume/Conversion/Migration Order

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

- assume an existing account “as-is” without any changes/additions/deletions

Class of Service	Applicable Charges
Residence & Business	<ul style="list-style-type: none"> • Service Ordering - Record Type Orders Only

“AS-SPECIFIC” Conversion of Existing Service with Additions/Changes to Service

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

- assessed when moving, adding or changing existing telephone service; or adding a new line(s) on a Change (C) order

Class of Service	Applicable Charges
Residence & Business	<ul style="list-style-type: none"> • Service Ordering - Add or Change • Central Office Line Connection Charge **

Note: ** One Central Office Line Connection charge applies for each line connected.

New Orders and Move Orders

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

- establish a new end user account via N (New) order, or to
- transfer an existing end user account from one address to a new address via Move order

Class of Service	Applicable Charges
Residence & Business	<ul style="list-style-type: none"> • Service Ordering - Establish • Central Office Line Connection Charge **

Note: **One Central Office Line Connection charge applies for each line connected.

Add Line(s)

Following are the applicable service charge elements for a TC to:

- establish an additional line for an end user on an existing account via C (Change) order

Class of Service	Applicable Charges
Residence & Business	<ul style="list-style-type: none"> • Service Ordering - Establish • Central Office Line Connection Charge **

Note: **One Central Office Line Connection charge applies for each line connected.

Telephone Number Change

Following are the applicable service charge elements for a TC to:

- change the telephone number for an end user via C (Change) order

Class of Service	Applicable Charges
Residence & Business	<ul style="list-style-type: none"> • Service Ordering - Add or Change • Central Office Work Charge

Note: ** One Central Office Work Charge applies for each telephone number changed.

Toll Restriction

Following are the applicable service charge elements for a TC to:

- add Toll Restriction Service for an end user via C (Change) order

Class of Service	Applicable Charges
Residence	<ul style="list-style-type: none"> • none
Business	<ul style="list-style-type: none"> • not available to business

Miscellaneous Requests

Following are the applicable service charge elements for a TC to add/change the following services to an existing end user:

Activity	Business	Residence
<ul style="list-style-type: none"> • establish Custom Calling feature • change from one Custom Calling feature to another • change Speed Call 8 to Speed Call 30, or vice versa 	<ul style="list-style-type: none"> • Installation Charge • Central Office Work Charge 	<ul style="list-style-type: none"> • Installation Charge **
<ul style="list-style-type: none"> • establish Advanced Custom Calling feature • change from one Advanced Custom Calling feature to another 	<ul style="list-style-type: none"> • Installation Charge • Central Office Work Charge 	<ul style="list-style-type: none"> • Installation Charge **
<ul style="list-style-type: none"> • establish Alternate Answer, Busy Line Transfer or Message Waiting 	<ul style="list-style-type: none"> • none 	<ul style="list-style-type: none"> • none
<ul style="list-style-type: none"> • establish 900 and/or 976 Blocking 	<ul style="list-style-type: none"> • none 	<ul style="list-style-type: none"> • none

Additional Listings <ul style="list-style-type: none"> • add • change • remove 	<ul style="list-style-type: none"> • Record Type Orders Only • Record Type Orders Only • none 	<ul style="list-style-type: none"> • Record Type Orders Only • Record Type Orders Only • none
Address <ul style="list-style-type: none"> • change, add, delete Community Des • change due to Post Office • omit from Directory • other 	<ul style="list-style-type: none"> • none • none • Record Type Orders Only • Record Type Orders Only 	<ul style="list-style-type: none"> • none • none • Record Type Orders Only • Record Type Orders Only
Non-Published/Non-Listed <ul style="list-style-type: none"> • change to listed • establish, with no number change 	<ul style="list-style-type: none"> • none • Record Type Orders Only 	<ul style="list-style-type: none"> • none • Record Type Orders Only

Note: ** When adding only one Custom Calling/Advanced Custom Calling feature to existing residence service, one Installation Charge (IC) per order is applicable. The IC is not applicable to residence end users subscribing to more than one Custom Calling/Advance Custom Calling feature or Multi-Ring Service on the same order.

- 3.11.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING in the “Other (Resale)” category, listed as “conversion charges,” and are applied per billable telephone number.
- 3.11.2 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.3 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading “Resale;” no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading “OTHER (Resale).”

- 3.11.4 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.
- 3.11.5 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.
- 3.11.6 As used herein, "conversion charges" is the record change charge for a customer(s) existing service from SBC-13STATE to a Competitive Local Exchange Carrier (CLEC) service per the applicable state tariff. This service must remain at the same service location. If a customer requests to add or delete features, the standard tariff charges and conditions associated with the features apply in addition to the Conversion Charge. The Conversion Charge is applied per service order.
- 3.11.7 The applicable rate elements (not rates) for the conversion charges, service order charges and non-recurring charges referenced in sections 3.11.1, 3.11.3 and 3.11.4 are set forth in the attached Table 3.11 and will apply. It is the intent of the Parties that Table 3.11 contain rate elements for all of the applicable service order, conversion and non-recurring charges that are set forth in SBC-13STATE's tariff, and Table 3.11 may be updated periodically by SBC-13STATE to reflect any additions, deletions or modifications of such rate elements. The associated charges for each such rate element shall apply as set forth in Appendix PRICING or, if the rate is not present in Appendix PRICING, as set forth in SBC-13 STATE's tariff.

Recurring charges are not addressed by Table 3.11 and continue to apply per section 3.11.2. Table 3.11 is illustrative. Resale scenarios not addressed in Table 3.11 will be governed exclusively by SBC-13STATE's tariff. This includes, by way of example and not by way of limitation, Centrex.services.

- 3.12 If CLEC is in violation of any provision of this Appendix, SBC-13STATE will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify SBC-13STATE in writing that the violation has been corrected. Should CLEC dispute the stated violation, CLEC must notify SBC-13STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SBC-13STATE and comply with Sections 8.4

through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company which provide any telecommunications services as defined in the Act, if any.
- 3.14 This section applies only to **SWBT-KS**, **SWBT-MO** and **SWBT-TX**:
- 3.14.1 CLEC may convert current retail **SWBT-KS**, **SWBT-MO** 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, Missouri or Texas, provided, however, if the Customer Service Record (CSR) for the End User does not reflect the existence of a CSP Contract, then SBC-13STATE agrees to release End User and not assess term liability, unless the contract was entered into less than fifteen (15) days prior to CLEC pulling the CSR.
- 3.14.2 **SWBT-KS**, **SWBT-MO** and **SWBT-TX** and any other reseller of **SWBT-KS**, **SWBT-MO** or **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS**, **SWBT-MO** or **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with CSP Contract Conversions:
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS**, **SWBT-MO** or **SWBT-TX** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts. CLEC may assume **SWBT-MO** CSP and ICB contracts and tariffed volume and term contracts, but receives no wholesale discount.

- 3.14.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to SWBT-KS, SWBT-MO or SWBT-TX or any other local service provider reselling SWBT-KS, SWBT-MO or SWBT-TX local service.
- 3.14.4.3 If another reseller of SWBT-KS, SWBT-MO or SWBT-TX local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that SWBT-KS, SWBT-MO or SBC-TX has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against SWBT-KS, SWBT-MO or SWBT-TX in connection with any conversion by another reseller of SWBT-KS, SWBT-MO or SWBT-TX local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of SWBT-KS, SWBT-MO and SWBT-TX in connection with CSP Contract Conversions
- 3.14.5.1 SWBT-KS, SWBT-MO or SWBT-TX will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 SWBT-KS, SWBT-MO or SWBT-TX will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to SWBT-KS, SWBT-MO or SWBT-TX.
- 3.15 This section applies only to SBC-AMERITECH:
- 3.15.1 SBC-AMERITECH retail contracts, including ICB contracts, may be assumed. Retail contracts for grandfathered and/or sunsetted services may be assumed for the same limited group of existing customers with the same terms and conditions.
- 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
- 3.15.2.1 AM-IL retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 3.15.2.2 AM-MI retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

- 3.15.2.3 AM-OH, and AM-WI retail and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.15.2.4 AM-IN retail and Individual Case Basis (ICB) contracts that are assumed will receive a wholesale discount of 3.39%.
- 3.15.2.5 If CLEC elects to terminate a SBC-AMERITECH retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

- 4.1 Where available, SBC-13STATE will afford CLEC's End Users the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SWBT, CLEC shall provide SBC-13STATE with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by SBC-13STATE for purposes of E911 administration.
 - 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 [Paragraph deleted in its entirety.]
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to SBC-13STATE under this Appendix, and/or CLEC's End User

listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. However, in the event SBC-13STATE compensates its own End Users for directory listing errors, SBC-13STATE shall compensate CLEC on a comparable basis for directory listing errors.

- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend SBC-13STATE and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission by CLEC in providing CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.
- 4.4.3 [Paragraph deleted in its entirety.]
- 4.5 Each CLEC end user 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 End Users.
- 4.5.1 If CLEC's End User already has a current SBC-13STATE local White Pages directory, SBC-13STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to SBC-13STATE End Users, SBC-13STATE shall provide CLEC's End Users access to SBC-13STATE Directory Assistance services. CLEC shall pay SBC-13STATE the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to

include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an “index-type” informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC’s camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-13STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC’s request, subject to the guidelines set forth above.

- 4.8 At its request, CLEC may purchase “Informational Page(s)” in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE “Informational Pages”. Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the “Informational Page” in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End User’s is a product offering available through a non-regulated subsidiary of. SBC-AMERITECH.
- 4.10 Subject to any blocking that may be ordered by CLEC for its End Users', SBC-13STATE will provide access to Operator Services (“OS”) to CLEC’s End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC’s End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 SBC-13STATE shall also offer CLEC the opportunity to customize route its End Users’ DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay SBC-13STATE appropriate charges associated with customized routing on an ICB basis.
- 4.12 Payphone Services
- 4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling SBC-13STATE’s services offered pursuant to the appropriate payphone section(s) of SBC-13STATE’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered SBC-13STATE to compensate PSP customers of CLECs that resell SBC-13STATE’s services for certain calls originated from pay

telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

- 4.12.2 The Parties desire that SBC-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 SBC-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. SBC-13STATE will pay Payphone Compensation to CLEC only for:
 - 4.12.3.1 IntraLATA subscriber 800 calls for which SBC-13STATE provides the 800 service to the subscriber and carries the call; and
 - 4.12.3.2 IntraLATA calls placed using SBC-13STATE's prepaid calling card platform and carried by SBC-13STATE.
- 4.12.4 SBC-13STATE will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 SBC-13STATE will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if SBC-13STATE deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 SBC-13STATE will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. SBC-13STATE will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SBC-13STATE on the bill, unless there has been a credit balance for the previous three (3) months.
- 4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates SBC-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

- 4.12.8 CLEC represents and warrants that the only SBC-13STATE services that CLEC will make available to PSPs as Payphone Lines are the payphone services that SBC-13STATE offers pursuant to the appropriate payphone section(s) of SBC-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
- 4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If SBC-13STATE pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from SBC-13STATE.
- 4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend SBC-13STATE and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
- 4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
- 4.12.10.3 False representation by CLEC.
- 4.13 Suspension of Service
- 4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
- 4.13.2 SBC-13STATE will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated SBC-13STATE state specific

retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

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

4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

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

5. BRANDING

5.1 Except where otherwise required by law, CLEC shall not, without SBC-13STATE's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC-13STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with SBC-13STATE in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, SBC-13STATE will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

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

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

5.2.2 Where SBC-13STATE provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since SBC-13STATE's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

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

5.3 Call Branding

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

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

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

5.3.1.3 SBC-AMERITECH - CLEC will provide written specifications of its company name to be used by SBC-AMERITECH to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

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

5.4.2 PACIFIC/NEVADA/SNET - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to

branding announcement. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

6. OS/DA RATE/REFERENCE INFORMATION

- 6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.
- 6.2 CLEC will inform SBC-13STATE, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC-13STATE updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC’s OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC’s OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the “Other (Resale)” category.
- 6.4 When an SBC-13STATE Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC-13STATE will quote the applicable OS/DA rates as provided by the CLEC.
 - 6.4.1 PACIFIC/NEVADA/SBC-AMERITECH – In the interim, when an Operator receives a rate request from a CLEC End User, PACIFIC/NEVADA/SBC-AMERITECH will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When PACIFIC/NEVADA/SBC-AMERITECH has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF SBC-13STATE

- 7.1 SBC-13STATE shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SBC-13STATE shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with SBC-13STATE-provided interfaces, as outlined in Appendix OSS.
- 7.2 SBC-13STATE shall implement CLEC service orders in accordance with industry standards and state requirements. At a minimum, SBC-13STATE shall implement

CLEC service orders within the same time intervals SBC-13STATE uses to implement service orders for similar services for its own End Users.

- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate SBC-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling SBC-13STATE will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch SBC-13STATE's network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.
- 7.4 SBC-13STATE will timely provide CLEC with detailed billing information necessary for CLEC to issue monthly bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay SBC-13STATE the charges specified in Appendix Pricing under the "Other (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 SBC-13STATE shall make Telecommunications Services that SBC-13STATE provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. SBC-13STATE will notify CLEC of any changes in the terms and conditions under which SBC-13STATE offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least sixty (60) calendar days

prior to the expected effective date of such change unless such notice is not feasible because of state specific or FCC requirements.

7.5.1 SBC-13STATE currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the SBC-13STATE operations centers responsible for handling such requests. SBC-13STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify SBC-13STATE against any Claim that insufficient information led to inadequate prosecution.

7.6.2 SBC-13STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to PACIFIC:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order PACIFIC's TARS. In providing TARS to CLEC, PACIFIC notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and

agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

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

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

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

7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any

subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "Other (RESALE)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

- 8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. SBC-13STATE shall abide by the same applicable laws and regulations.
- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies SBC-13STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 8.2.1 SBC-13STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to SBC-13STATE upon request and at no charge.
- 8.2.2.1 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 either Party, at the request of the other Party, agrees to investigate an alleged incidence of slamming, the investigating Party shall charge

requesting Party an investigation fee as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Slamming Investigation Fee.”

- 8.5 Should SBC-13STATE receive an order from CLEC for services under this Appendix, and SBC-13STATE is currently providing the same services to another local service provider for the same End User, CLEC agrees that SBC-13STATE may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from SBC-13STATE.
- 8.5.1 If SBC-13STATE receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report (“LDR”), covered in Section 8.5.2, then SBC-13STATE shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from SBC-13STATE.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. Prior to subscription, at CLEC's request, the current WTN pricing and applicable transmission charges will be provided to CLEC. SBC-13STATE will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay SBC-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR. SBC-13STATE grants to CLEC a non-exclusive right to use the LDR information provided by SBC-13STATE. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by SBC-13STATE directly to End Users
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by SBC-13STATE for

billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SBC-13STATE.

- 8.7 SBC-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by SBC-13STATE directly to End Users
- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with SBC-13STATE-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to SBC-13STATE a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact SBC-13STATE with regard to repair requests, SBC-13STATE shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 In good faith, CLEC will provide non-binding forecasts to SBC-13STATE every January and July using the SBC-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.