

SCHEDULE 9.2.5
Subloop

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. 51.319(a)(2). Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in SBC-AMERITECH's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals may be located at technically feasible points including:

- a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).
- b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."
- c. at the main distribution frame in the incumbent's central office.
- d. at the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which CLEC may request access include the following:

FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Main Distributing Frame
4. Remote Terminal
5. Remote Terminal
6. Remote Terminal
7. Serving Area Interface or Feeder Distribution Interface
8. Serving Area Interface or Feeder Distribution Interface
9. Terminal
10. NID
11. SPOI (Single Point of Interface)

THROUGH:

- Remote Terminal
- Serving Area Interface or Feeder Distribution Interface
- Terminal
- Serving Area Interface or Feeder Distribution Interface
- Terminal
- Network Interface Device
- Terminal
- Network Interface Device
- Network Interface Device
- Stand Alone
- Stand Alone

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, CLEC may purchase from SBC-AMERITECH on an unbundled basis the entire Loop which includes the NID, or any Subloop element (i.e., Loop Feeder, and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Interconnection. The space available for collocating and interconnecting at various subloop access points will vary depending on the existing plant at a particular location. Prior to ordering subloop facilities, CLEC will establish Collocation and/or the subloop interconnection arrangement(s) necessary to interconnect to the SBC-AMERITECH subloop network. When CLEC submits a request to provide information on subloop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s). The assignment of subloop facilities will incorporate SBC-AMERITECH existing standard practices used to administer outside plant loop facilities, that is, the practice of assigning and administering subloop facilities will continue. Not less than six (6) months from the Effective Date of this Agreement or when LSR/ASR process has been tested and working, whichever is later, subloop(s) elements will be assigned to CLEC only when an LSR/ASR is processed. Until a working LSR/ASR process is established, CLEC will be permitted to order subloop elements via a “paper” process. LSR/ASRs will be processed on a “first come first served” basis. Subloop inquiries do not serve to reserve subloop(s).

9.2.5.6 Subloop Rights-of-Way. Several options exist for Collocation or subloop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be

analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to subloop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such rights of way and shall be entitled to recover for the costs incurred in that regard.

9.2.5.7 Subloop Provisioning. Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. xDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

9.2.5.8 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-AMERITECH switch may be lost.

9.2.5.9 Subloop Technical Features. Access to subloop will include two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCn. Each of the listed subloops will be similar to the related existing unbundled loop product offering. Access to the subloop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-AMERITECH in writing within thirty (30) days after approval of this Agreement. CLEC will advise SBC-AMERITECH within thirty (30) days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Schedule to reflect such prices as are acceptable. The Parties will meet within forty-five (45) days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within thirty (30) days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.5.10 Single Point of Interconnection (SPOI). If CLEC requests a SPOI in any multi-unit premises of SBC-AMERITECH, SBC-AMERITECH shall provide it within forty-five (45) calendar days. SBC-AMERITECH shall be compensated at forward-looking pricing principles.