

## **SCHEDULE 9.2.2 HIGH FREQUENCY PORTION OF THE LOOP**

### **9.2.2. High Frequency Portion of the Loop.**

#### **9.2.2.1 Introduction.**

9.2.2.1.1 This **Schedule** sets forth terms and conditions for providing the High Frequency Portion of the Loop (“**HFPL**”) by SBC-AMERITECH and CLEC. Nothing in this **Schedule 9.2.2** shall obligate SBC-AMERITECH to provide a splitter (defined in **Section 9.2.2.2.9**, below as “a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop”) to CLEC for purposes of line sharing or line splitting.

9.2.2.1.2 The prices at which SBC-AMERITECH agrees to provide CLEC with xDSL-capable loops and HFPL are contained in the applicable **Pricing Schedule**.

9.2.2.1.3 SBC-AMERITECH shall support CLEC’s ability to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 SBC-AMERITECH agrees to provide CLEC with access to UNEs (including HFPL loop offerings) in accordance with the rates, terms and conditions set forth in this **Schedule 9.2.2** (HFPL) and the general terms and conditions applicable to UNEs under **Article IX**, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

#### **9.2.2.2 Definitions.**

9.2.2.2.1 SBC-AMERITECH Line Sharing is defined as use of the High Frequency Portion of the local loop (“HFPL”) by CLEC (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from SBC-AMERITECH on the same local loop, as addressed in the FCC’s Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and Fourth Report and Order in CC Docket No. 96-98 rel. December 9, 1999 (Line Sharing) and other applicable law.

9.2.2.2.2 Line Splitting is an arrangement in which a CLEC, utilizing a splitter, provides both voice and data over the same loop facility.

9.2.2.2.3 For purposes of this Schedule, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

9.2.2.2.4 For purposes of this Schedule, a “**subloop**” is defined as any portion of the loop from SBC-AMERITECH’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-AMERITECH’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

9.2.2.2.5 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

9.2.2.2.6 When CLEC leases the entire xDSL-capable UNE loop from SBC-AMERITECH, CLEC controls the full spectrum of the xDSL-capable UNE loop, and SBC-AMERITECH will permit CLEC to engage in line splitting on the UNE loop by providing its own splitter or using the splitter of a third party as authorized by CLEC.

9.2.2.2.7 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

9.2.2.2.8 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under **Section 9.2.2.2.7**, above of this Schedule.

9.2.2.2.9 A “Splitter” is a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop.

9.2.2.2.10 “Digital Subscriber Line Access Multiplexer” (DSLAM) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 “2-Wire xDSL Loop”: A 2-Wire xDSL Loop for purposes of this **Schedule 9.2.2**, is a copper loop over which CLEC may provision various DSL

technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth on the **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.2.12 "2-Wire Digital Loop" (e.g. ISDN/IDSL): A 2-Wire Digital Loop for purposes of this **Schedule 9.2.2** is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1** and the rates on the **Pricing Schedule**.

9.2.2.2.13 "4-Wire xDSL Loop": A 4-Wire xDSL Loop for purposes of this **Schedule 9.2.2**, is a copper loop over which CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in total length or 2000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth on the **Pricing Schedule** shall apply to this 4-Wire xDSL Loop.

9.2.2.2.14 "IDSL Loop": An IDSL Loop for purposes of this **Schedule 9.2.2**, is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1**, and the rates on the **Pricing Schedule**. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth on the **Pricing Schedule** shall apply to this IDSL Loop.

### **9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.**

9.2.2.3.1 SBC-AMERITECH will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. SBC-AMERITECH will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-AMERITECH does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 SBC-AMERITECH shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-AMERITECH has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific

technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to SBC-AMERITECH and the state commission before or at the time of its request to deploy such technology within SBC-AMERITECH.

9.2.2.3.4 In the event CLEC wishes to introduce a technology on the HFPL that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 CLEC may provide voice service (to any customer who elects CLEC as their voice service provider) over the same loop that SBC-AMERITECH, or any data affiliate of SBC-AMERITECH or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. Where SBC-AMERITECH is not providing the splitter, SBC-AMERITECH agrees to continue to provide all existing data services in the HFS, for the term of the customer's contract, to any customer that chooses CLEC as their local service carrier for voice services and where the retail customer desires continuation of such service; provided, however, that CLEC will bill the SBC-AMERITECH advanced services provider no more than it was being billed by SBC-AMERITECH for the same service. SBC-AMERITECH and CLEC agree to immediately engage in discussions to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to **Section 9.2.2.3.5**.

9.2.2.3.6 When SBC-AMERITECH traditional retail POTS services are disconnected in a line sharing arrangement, SBC-AMERITECH will notify CLEC that POTS service is being disconnected. CLEC will determine whether the advanced service will be converted from a Line Sharing Circuit to a full standalone xDSL-capable UNE loop or disconnected. If notification is not provided within three days, SBC-AMERITECH will convert the line shared circuit to standalone xDSL-capable UNE loop, and, if applicable, will remove any SBC-AMERITECH-owned splitter for use on a future line-shared circuit. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to the underlying **Pricing Schedule**. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

9.2.2.3.7 Whenever CLEC provides service utilizing an unbundled xDSL-capable loop, either as part of UNE-P or otherwise, CLEC shall control the entire

loop spectrum. In addition, CLEC has the right to offer services with the HFS portion of the UNE loop.

9.2.2.3.8 SBC-AMERITECH in conjunction with CLEC, shall institute procedures to allow CLEC or an authorized CLEC Advanced Services Provider to order data capabilities (permitted under this **Schedule 9.2.2**) on the CLEC xDSL-capable UNE loop provided that these vendors are not treated separate from CLEC. These procedures can include multiple Bill Account Numbers (BAN) but these BANs must all be under the CLEC name. If CLEC uses an authorized Advanced Services Provider to submit a Local Service Request (LSR), the LSR submitted by the authorized Advanced Service Provider is treated exactly the same as if it had been submitted by an CLEC employee i.e., legally, CLEC and the authorized Advanced Service Provider are one and the same in terms of their relationship with third parties

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#### **9.2.2.4 Procedural Requirements.**

9.2.2.4.1 For line sharing: The procedural requirements for line sharing shall be as set forth in this **Schedule 9.2.2** and as set forth in SBC's Plan of Record (refers to SBC's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.)

9.2.2.4.2 For line splitting: Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for line splitting arrangements. Unless otherwise specified, support requirements will be equally applicable to line splitting. SBC-AMERITECH agrees to immediately engage in a collaborative process to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to line splitting. If the collaborative process does not result in mutually agreeable operational procedures, the parties will resolve remaining disputes in accordance with the Alternative Dispute Resolution process.

#### **9.2.2.5 Use of Authorized Advanced Services Providers.**

9.2.2.5.1 CLEC may identify to SBC-AMERITECH in writing one or more CLECs as an authorized Advanced Services Provider, on a central office by central office basis, which is authorized by CLEC to add, change or delete advanced services capabilities of a local loop UNE employed or ordered by CLEC. In such instances, CLEC will specify, in its written notice to SBC-AMERITECH the scope of the authority granted by CLEC to the Advanced Services Provider, and will identify the central offices in which CLEC will engage the Advanced Services Provider and, for each of the central offices, CLEC will further identify the specific Advanced Services Providers that are authorized to access an CLEC UNE loop. CLEC may modify this authorization and such changes will become effective upon 30 days written notice by CLEC unless a different time period is

otherwise mutually agreed. Unless CLEC provides written authorization as required in this Section, SBC-AMERITECH shall reject any orders from any party other than CLEC that seeks to utilize, modify or in any manner affect the operation of the UNE loop employed or ordered by CLEC. SBC-AMERITECH may request, and CLEC will provide, proof of CLEC's authorization of an Advanced Services Provider at any time.

9.2.2.5.2 Advanced Services Providers authorized by CLEC under this Article must be independently qualified and certified pursuant to all applicable federal and state laws and regulations to provide services using the UNE loop employed or ordered by CLEC under this Agreement, and in submitting written notice to SBC-AMERITECH authorizing an Advanced Service Provider, CLEC represents and warrants that such qualification and certification has been obtained.

9.2.2.5.3 Notwithstanding CLEC's authorization of one or more Advanced Service Providers to add, change or delete advanced services capabilities on CLEC UNE loops, CLEC shall remain primarily obligated to SBC-AMERITECH under this Agreement for all charges and liabilities, including indemnification obligations, relevant to the ordering and use of the UNE loops. Further, CLEC shall be liable for any and all negligence or willful acts by such authorized Advanced Service Providers that result in property damage or personal injury to SBC-AMERITECH or any third party, and shall defend and indemnify SBC-AMERITECH against such damage pursuant to **Article XXV** (Indemnification). Further, CLEC hereby releases SBC-AMERITECH from any and all liability for property damage or personal injury resulting, in whole or in part, from SBC-AMERITECH's reliance on CLEC's authorization of an Advance Service Provider to add, change or delete advanced services capabilities on CLEC UNE loops under this Section.

**9.2.2.6 Advanced Notification.** To the extent SBC-AMERITECH provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available in a particular central office, SBC-AMERITECH will provide such notification to CLEC on the same basis and at the same time.

**9.2.2.7 Advanced Services Equipment Deployment.**

9.2.2.7.1 CLEC may directly deploy, (or deploy through an Authorized Advanced Service Provider, any advanced services equipment that operates within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.7.2 SBC-AMERITECH shall not withhold any operational support so as to limit CLEC's ability to connect its advanced services equipment to an xDSL-capable UNE loop. SBC-AMERITECH may deny support only after SBC-AMERITECH has made a showing to, and obtained a finding by, the Commission that the deployment of advanced services equipment that CLEC seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services.

**9.2.2.8 Liability.** The provisions of **Articles XXV** and **XXVI** apply to this schedule.

**9.2.2.9 Indemnification.** The provisions of **Article XXV** and **XXVI** apply to this schedule.

**9.2.2.10 Unbundled xDSL-Capable Loop Offerings.**

9.2.2.10.1 DSL-Capable Loops: For each of the loop types described in **Sections 9.2.2.10.1.1** through **9.2.2.10.1.2** below, CLEC will, at the time of ordering, notify SBC-AMERITECH as to the Power Spectral Density (PSD) mask of the technology CLEC the will deploy.

9.2.2.10.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length, or 2000 feet single length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth on **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.10.1.2 Sub-Loop: In locations where SBC-AMERITECH has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-AMERITECH will make the following options available to CLEC:

9.2.2.10.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, CLEC has the option of requesting SBC-AMERITECH to make copper facilities available (subject to **Section 9.2.2.10.1.6** below).

9.2.2.10.1.2.2 CLEC has the option of collocating a DSLAM in SBC-AMERITECH's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at SBC-AMERITECH RTs, SBC-AMERITECH will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

9.2.2.10.1.2.3 Where CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-AMERITECH has placed a DSLAM in the RT, SBC-AMERITECH must unbundle and provide access to its packet switching. SBC-AMERITECH is relieved of this unbundling obligation if it permits a

requesting carrier to collocate its DSLAM in SBC-AMERITECH's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth on the **Pricing Schedule** shall apply to this subloop.

9.2.2.10.1.3 When SBC-AMERITECH is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in **Sections 9.2.2.10.1.1** through **9.2.2.10.1.2** above. CLEC will provide SBC-AMERITECH with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.10.1.4 xDSL technologies may only reside in the higher frequency ranges (20,000 Hz and above), preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.10.1.5 When SBC-AMERITECH traditional retail POTS services are disconnected SBC-AMERITECH will notify CLEC, or any other carrier providing advanced service over the HFPL, that the POTS is being disconnected. CLEC, or the other carrier providing advanced service over the HFPL, will determine whether the advanced service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL-capable UNE loop or disconnected. All appropriate recurring and non-recurring charges for the rearrangement and or disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

9.2.2.10.1.6 SBC-AMERITECH shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-355, paragraph 75.

9.2.2.10.1.7 SBC-AMERITECH shall be under no obligation to provision xDSL-capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however, permit appropriate line splitting by CLEC, using CLEC's own splitter or the splitter of a third party. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay SBC-AMERITECH for any conditioning performed per **Sections 9.2.2.14.1** and **9.2.2.14.2**, below.

9.2.2.10.1.8 For each loop (including the HFPL), CLEC shall at the time of ordering, notify SBC-AMERITECH as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC

will notify SBC-AMERITECH. Likewise, SBC-AMERITECH will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops SBC-AMERITECH will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.10.1.9 SBC-AMERITECH shall not impose its own standards for provisioning xDSL services; all parties must abide by commission or FCC approved standards. SBC-AMERITECH will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.10.1.10 In the event the End User discontinues CLEC's (or its agent's) service over a loop, CLEC shall relinquish (or cause its agent to relinquish) control over the loop, so that it may be available to be used by another provider.

**9.2.2.11 HFPL: Splitter Ownership And Responsibilities.** Where SBC-AMERITECH remains the voice provider, SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, the loop facility on the customer side of the splitter, and all intra-office wiring that the SBC-AMERITECH has provided. SBC-AMERITECH shall cooperate with CLEC for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.11.1 Splitter ownership:

9.2.2.11.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with SBC-AMERITECH's standard collocation practices and procedure. When virtually collocated, SBC-AMERITECH will install, provision and maintain splitters under the terms of virtual collocation.

9.2.2.11.2 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.2.2.11.3 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

**9.2.2.12 Operational Support Systems Loop Makeup Information and Ordering.**

9.2.2.12.1 General: SBC-AMERITECH will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SBC-AMERITECH's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-AMERITECH is providing any other CLEC and/or SBC-AMERITECH's retail operations or its advanced services affiliate.

9.2.2.12.2 Loop Pre-Qualification: Subject to **Section 9.2.2.12.1** above, SBC-AMERITECH's pre-qualification will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in **Section 9.2.2.12.1**, SBC-AMERITECH will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.

9.2.2.12.3 Loop Qualification: SBC-AMERITECH will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-AMERITECH's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

9.2.2.12.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in **Section 9.2.2.12.3** above will return information in all fields, including but not limited to, as described in SBC's Plan of Record when such information is contained in SBC-AMERITECH's electronic databases. CLEC will be billed a mechanized loop qualification charge based upon the TELRIC pricing methodology for each xDSL-capable loop ordered at the rates set forth on the **Pricing Schedule**.

9.2.2.12.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record: (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML; and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge based upon the TELRIC pricing methodology for each manual loop qualification requested at the rates set forth on the **Pricing Schedule**.

9.2.2.12.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in **Section**

**9.2.2.12.3.2** above. CLEC will be billed a detailed manual loop qualification charge based upon the TELRIC pricing methodology for each detailed manual loop qualification requested at the rates set forth on the **Pricing Schedule**.

9.2.2.12.4 All categories of loop qualification are subject to the following:

9.2.2.12.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

9.2.2.12.4.2 If CLEC elects to have SBC-AMERITECH provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-AMERITECH's affiliate, whichever is less.

9.2.2.12.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-AMERITECH perform conditioning at charges set forth on the **Pricing Schedule**. CLEC may order the loop without conditioning or with partial conditioning if desired.

9.2.2.12.4.4 For HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, SBC-AMERITECH is not required to condition the loop. However, should SBC-AMERITECH refuse CLEC's request to condition a loop, SBC-AMERITECH will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

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**9.2.2.14 Provisioning.**

9.2.2.14.1 Provisioning: SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters, as relates to POTS design. On loops where CLEC has requested that no conditioning be performed, SBC-AMERITECH's maintenance will be limited to verifying loop suitability based on POTS design or the loop makeup information. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-AMERITECH will remove load coils, repeaters, and excessive bridged taps (i.e. those exceeding 2500 feet total length, or 2000 feet single length, or within 500 feet of the customer or the Central Office) at no charge to CLEC.

9.2.2.14.2 Subject to **Section 9.2.2.12.4.4**, above, CLEC shall designate, at CLEC's sole option, what loop conditioning SBC-AMERITECH is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth on the **Pricing Schedule**. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics including electrical conductivity and capacitive and resistive balance.

9.2.2.14.3 The provisioning intervals are applicable to every xDSL-capable loop and the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

9.2.2.14.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.14.3.2 The provisioning and installation intervals for xDSL-capable loops and the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.14.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.14.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.14.3.5 Subsequent to the initial order for an xDSL-capable loop, or the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the **Pricing Schedule** and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a

pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.14.3.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the **Pricing Schedule**.

9.2.2.14.4. Maintenance.

9.2.2.14.4.1 SBC-AMERITECH will provide CLEC (and any CLEC authorized Advanced Services Provider as set forth in **Section 9.2.2.5**) with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services. SBC-AMERITECH must either provide physical test access at the point where splitting of high frequency portion of the loop and the voice service occurs or provide a mutually agreeable remote test access alternative (i.e., MLT/LoopCare or equivalent). SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the customer side of the splitter, any splitter that SBC-AMERITECH has deployed, and all intra-office wiring that SBC-AMERITECH has provided.

9.2.2.14.4.2 At CLEC's request and subject to CLEC's payment of SBC-AMERITECH's costs incurred in providing them, maintenance metrics shall be reported separately for loops without any advanced services operating, loops which utilize the HFPL for data service, and loops supporting only advanced services.

**9.2.2.15 xDSL Acceptance Testing and Cooperative Testing.**

9.2.2.15.1 SBC-AMERITECH and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.15.2 Acceptance Testing Procedure.

9.2.2.15.2.1 Upon delivery of a loop to/for CLEC, SBC-AMERITECH's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.2.2.15.2.1.1 The SBC-AMERITECH field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. If requested the field technician will also perform a noise and frequency response test.

9.2.2.15.2.1.2 If the Acceptance Test fails, to meet any loop parameters, based upon the type of loop and the loop length and gauge, the LOC

technician will take any or all reasonable steps to immediately resolve the problem with CLEC on the line. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact CLEC's representative to repeat the Acceptance Test, or reschedule the Acceptance Test, if necessary. When the aforementioned test parameters are met, CLEC will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.

9.2.2.15.3 Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard hourly charge and premium time being calculated at two times the standard hourly charge. These charges shall be TELRIC based as specified on the **Pricing Schedule**. Overtime or Premium charges will not apply if SBC-AMERITECH does not charge its own affiliate or any other CLEC for overtime or premium charges in connection with service installation.

#### **9.2.2.16 Maintenance/Service Assurance.**

9.2.2.16.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.16.2 Narrowband/voice service. If the narrowband, or voice, portion of the loop becomes significantly degraded due to the high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-AMERITECH shall repair the narrowband of the loop without disturbing the high frequency portion of the loop if possible. In any case, either Party shall notify the end user and the other Party any time repair effort has the potential of affecting service on the high frequency portion of the loop. SBC-AMERITECH may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.16.3 SBC-AMERITECH will offer a 24 hour clearing time, on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the Central office, and 24 hours, for troubles found to be in the loop.

9.2.2.16.4 SBC-AMERITECH will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals SBC-AMERITECH provides its advanced services affiliates for the HFPL

9.2.2.16.5 SBC-AMERITECH-owned splitters: This section is applicable only to existing line shared arrangements between SBC-AMERITECH and

CLEC, and is not applicable to any new and/or future line sharing or line splitting arrangements using SBC-AMERITECH-owned splitters:

9.2.2.16.5.1 SBC-AMERITECH will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SBC-AMERITECH provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the SBC-AMERITECH central office.

9.2.2.16.6 CLEC-owned splitters:

9.2.2.16.6.1 If SBC-AMERITECH isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by CLEC data equipment or splitter, SBC-AMERITECH will notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The end user will have the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-AMERITECH, either Party will notify the other and provide contact names prior to SBC-AMERITECH cutting around the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact SBC-AMERITECH to restore the HFPL portion of the loop.

9.2.2.16.7 CLEC may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT/LoopCare test or so note such information on CLEC's trouble documentation for non-mechanized tests.

9.2.2.16.8 CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-AMERITECH beyond the original HFPL service.

**9.2.2.17 Spectrum Management.**

9.2.2.17.1 CLEC will advise SBC-AMERITECH of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. CLEC, at its option, may provide any service complaint with that PSD mask. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-AMERITECH as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-AMERITECH. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2.2.17.2 SBC-AMERITECH agrees that, it will maintain an inventory of the existing services provisioned on the cable. SBC-AMERITECH may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-AMERITECH shall not deny CLEC a loop based upon spectrum management issues, subject to **Section 9.2.2.17.3** below. In all cases, SBC-AMERITECH will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by SBC-AMERITECH, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-AMERITECH and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-AMERITECH will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.2.2.17.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility that differ from those established in this Schedule, SBC-AMERITECH and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.2.2.17.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-AMERITECH and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.