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

by and among

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

and

LEVEL 3 COMMUNICATIONS, LLC

TABLE OF CONTENTS

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement)**, is dated as of _____________, 2004 by and among SBC Communications Inc. covering **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin,** and Level 3 Communications, LLC (CLEC), (a Delaware corporation), shall apply to the state of _____________.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, Level 3 intends to operate where **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** are the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

[1] Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

GENERAL DEFINITIONS

1.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

1.2 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.3 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.4 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

1.5 **"Access Service Request"** (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.6 **"Active Collocation Space"** denotes the existing, central office switchroom space, as well as central office space containing obsolete or unused equipment, which can be designated for physical or virtual collocation, with sufficient infrastructure systems.

1.7 **"Adjacent Structure"** – A Level 3 provided structure placed on SBC-13 STATE property (Adjacent on-site) or non-Level 3 property (Adjacent off-site) adjacent to an Premises. This arrangement is permitted only where space for physical collocation is legitimately exhausted inside the Premises, and to the extent technically feasible. SBC-13 STATE and Level 3 will mutually agree on the location of the designated space on SBC-13 STATE premises where the adjacent structure will be placed. SBC-13 STATE shall not unreasonable withhold agreement to the site desired by Collocator. [from Appendix Physical Collocation]

1.8 **"Application Fee"** includes the costs incurred by **SBC-13 STATE** to processLevel 3's application for Physical Collocation arrangements. **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state-by-state basis.

1.9 **"Augment"** is a request from a Level 3 to add equipment, cable, and/or Collocation services to an existing Physical Collocation arrangement.

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

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

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

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

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

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

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

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

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

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

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

1.18 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

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

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

1.21 **"Automated Message Accounting"** (**AMA**) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.22 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

1.23 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.

1.24 **“Billed Number Screening (BNS)”** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.25 **“Bona Fide Request”** (**BFR**) is the process described in the applicable Appendix UNE.

1.26 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable SBC ILEC does not provision new retail services and products.

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

1.28 **“CABS”** means the Carrier Access Billing System.

1.29 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Level 3’s dedicated collocation space into which a Level 3 may install its telecommunications equipment

1.30 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

1.31 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.32 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

1.33 **“Calling Name Delivery Service (CNDS)”** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.

1.34 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.

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

1.36 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.37 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.

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

1.39 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.40 **"Tandem Office Switch" or "Tandem(s)"** is a switching machine that meets the following criteria, and does not include a PBX.

1.40.1 As ordered by the California PUC in Docket 00-04-037, Tandem Switches are used to connect and switch trunk circuits between and among other Central Office Switches.

1.40.2 As ordered by the Illinois Commerce Commission in Docket 00-0332, a Level 3 switch in Illinois will be classified as a Tandem Switch when and to the extent that it meets the requirements of 47 C.F.R. section 51.711(a)(3) applied consistently with paragraph 1090 of the FCC's First Report and Order (FCC 96-325) in CC Docket No. 96-98.

1.40.3 As ordered by the Texas Public utility Commission in Docket 21982, a Level 3 switch in Texas will be classified as a Tandem Switch when Level 3 demonstrates actual tandem or tandem-like functionality in the delivery of this "excess" traffic (in excess of a 3:1 terminating to originating ratio) using various network design factors that demonstrate the existence of a network serving an area comparable to the ILEC's geographic area with tandem or tandem-like functions, a network designed to both send and receive customer traffic for the purpose of serving a dispersed customer base. Merely evidencing a capability to serve a comparable geographic area will not rebut the presumption. The network design factors upon which a carrier may make its case include, but are not limited to:

1.40.3.1 the number and capacity of central office switches;

1.40.3.2 the number of points of interconnection offered to other local exchange carriers;

1.40.3.3 the number of collocation cages;

1.40.3.4 the presence of SONET rings and other types of transport facilities;

1.40.3.5 the presence of local distribution facilities such as coaxial cable and/or unbundled loops; or

1.40.3.6 any other indicia reliably demonstrating that the carrier is transporting a significant volume of traffic to a geographically dispersed area.

1.40.4 In **AM-MI** territory, a Level 3 Switch will be classified as a Tandem Switch for the purposes of the application of reciprocal compensation charges for transport and termination of local traffic under Appendix Reciprocal Compensation of this Agreement, when and to the extent that it meets the requirements of applicable federal and state law.

1.41 **"CNAM Query"** means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

1.42 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.43 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make Premises space that has never been used for collocation suitable for a Physical Collocation arrangement. Accordingly, COBO does not include any reclaimed collocation space.

1.44 **"Collocation" is** As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.45 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surroundingLevel 3's dedicated space as well as access to the space dedicated to Level 3.

1.46 **"Collocation Interconnection Power Panel (CIPP**)" is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage.

1.47 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.48 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies**:**

1.48.1 the Arkansas Public Service Commission (AR-PSC);

1.48.2 the Public Utilities Commission of the State of California (CA-PUC);

1.48.3 the Connecticut Department of Public Utility Control (CT-DPUC);

1.48.4 the Illinois Commerce Commission (IL-CC);

1.48.5 the Indiana Utilities Regulatory Commission (IN-URC);

1.48.6 the Kansas Corporation Commission (KS-CC);

1.48.7 the Michigan Public Service Commission (MI-PSC);

1.48.8 the Missouri Public Service Commission (MO-PSC);

1.48.9 the Public Utilities Commission of Nevada (NV-PUC);

1.48.10 the Public Utilities Commission of Ohio (PUC-OH);

1.48.11 the Oklahoma Corporation Commission (OK-CC);

1.48.12 the Public Utility Commission of Texas (PUC-TX); and

1.48.13 the Public Service Commission of Wisconsin (PSC-WI)

1.49 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.50 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.51 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

1.52 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.53 **"Conversion of Service**" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.54 **"Customer Usage Data**" means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-13STATE and forwarded to CLEC.

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

1.56 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings**.**

1.57 **"Custom Work Charge"** is the charge developed solely to meet the construction requirements of Level 3 (*e.g.* painting a cage). A Custom Work Charge may not be charged to Level 3 for any work performed that will benefit or be used by **SBC-13STATE** or other carriers. **SBC-13STATE** may not impose a Custom Work Charge without Level 3's prior approval and agreement that such charge is not included in the rate elements for the provision of collocation contained in this Appendix and consistent with Applicable Law. In the event an agreement between Level 3's and **SBC-13STATE** is not reached regarding the Custom Work Charge, **SBC-13STATE** shall complete construction of Level 3's space pending resolution of the issue by the appropriate state regulatory commission. Level 3 may withhold payment for the disputed charges while the issue remains unresolved, however, any disputed Custom Work Charges paid by Level 3 or owed to **SBC-13STATE** shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the appropriate state commission will be the basis for calculating a refund to a Level 3 that has overpaid or the amount due to **SBC-13STATE** that previously had not been paid or that was underpaid. These overpaid or underpaid amounts will accrue at the interest rate established by the appropriate state regulatory commission on a monthly basis from the date of completion of the work or from the date of payment of the disputed amount, whichever is appropriate.

1.58 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.59 **"Day"** denotes calendar days unless otherwise specified. However, any time period equal to or less than five days denotes business days.

1.60 **"Dedicated Collocation Space"** is the space dedicated forLevel 3's Physical Collocation arrangement located within an SBC-13STATE Premises.

1.61 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.61.1.1the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.61.1.2any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.61.1.3any Force Majeure Event.

1.62 "**Delivery Date**" is the date upon which the Collocator or Requesting Carrier will be provided the functional completed collocated space by SBC-13STATE.

1.63 **"Demarcation Point"** As used in this Agreement, the point of demarcation and/or interconnection between the communications facilities of a provider of wireline telecommunications, and terminal equipment, protective apparatus or wiring at a subscriber's premises. Demarcation Point defines the boundary between the Parties' networks for determining legal, technical and financial responsibility for their respective facilities**.**

1.64 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

1.65 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity**.**

1.66 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

1.67 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.68 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.69 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.70 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.71 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

1.72 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

1.73 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.74 **"Engineering Design Charge"** is the cost for SBC-13STATE employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area. [from Appendix Physical Collocation]

1.75 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.76 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

1.77 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

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

1.79 **"Entrance Fiber Facility"** is an arrangement when a Collocator-provided single mode fire retardant dielectric fiber optic cable that extends from the SBC-13STATE-designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point.

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

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

1.82 **"Exchange Message Interface"** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

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

1.84 **"Extraordinary Costs"** or extraordinary expenses include such items as: customized fire suppression systems or containment required by Level 3; modifications or expansion of cable entry facility required by Level 3; individualized DC power system infrastructure needs required by Level 3; increasing the capacity of the AC system or the existing commercial power facility requirements required by Level 3; installation, maintenance, repair, monitoring of securing measures required by Level 3; conversion of non-collocation space that was not previously used for collocation (*i.e.* such space is not being reclaimed from SBC13-State prior use for telecommunications equipment); compliance with federal and state requirements or other modifications required by local ordinances specific to needs or requirements communicated by Level 3.

1.85 **"Facility"** means the wire, line, or cable used to transport traffic between the parties' respective networks

1.86 Reserved for future use.

1.87 **"FGA"** refer to Appendix Feature Group A.

1.88 **"Feature Group D"** (FG-D) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

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

1.90 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and infra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

1.91 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.92 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.

1.93 **"Incumbent Local Exchange Carrier"** (ILEC) is As Defined in the Act.

1.94 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

1.95 **"Infrastructure Systems" -** Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

1.96 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.97 **"Integrated Services Digital Network"** (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

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

1.99 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the SBC-13STATE, which is located on the SBC-13STATE CLEC ONLINE Web-Site (https://clec.sbc.com)

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

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

1.102 **"Intermediate Distribution Frame"** (IDF) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.103 **"Internet Service Provider"** (ISP) is an Enhanced Service Provider that provides Internet Services.

1.104 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

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

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

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

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

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

1.110 **"Local Exchange Carrier"** (LEC) is As Defined in the Act.

1.111 **"Local Exchange Routing Guide"** (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.112 **"Local Calls",** for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. To the extent required by applicable law, and to the extent that all Local Calls between SBC customers and between SBC customers and other ILEC customers, originate and terminate to parties physically located within the same common local or common mandatory local calling area,

1.113 **"Total Compensable Local Traffic"** is Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (lSPs) to determine the Total Compensable Local Traffic.In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to

Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

1.114 Reserved for future use.

1.115 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.116 **"Local Only Trunk Groups**" are two-way trunk groups used to carry Telecommunications Services Traffic only

1.117 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.118 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

1.119 **"Loss" or "Losses**" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.120 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.121 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF-MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.122 **"Meet-Point Billing"** (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.123 **"Meet-Point Trunks/Trunk Groups" (MPTGs)** are used for the joint provision of

Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.124 **"Multifunctional Equipment,"** means equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as a stand alone function**.**

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

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

1.127 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

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

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

1.130 **"Network Interconnection Methods (NIMs)"** include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties or according to Applicable Law. One or more of these methods may be used to effect the Interconnection. SBC opposes Level 3 language. Appendix ITR. The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. SBC CONNECTICUT Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.131 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.132 **"Numbering Plan Area" (NPA) also called area code.** An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800**.**

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

1.134 **"NXX" or "Central Office Code**" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.135 **"Occupancy date"** the date on which SBC-13 STATE begins billing recurring charges and the Dedicated Collocation Space is made available for occupancy byLevel 3 or Requesting Carrier.

1.136 **"Offers Service"** - At such time as CLEC opens an NPA-NXX, ports a number to serve an end user or pools a block of numbers to serve end users**.**

1.137 **"Ordering and Billing Forum"** (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

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

1.139 **"Other Central Office Space"** denotes the space within the central office which can be designated for Physical Collocation that is legitimately susceptible to reclamation, or where SBC has never prepared the space for collocation of telecommunications equipment.

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

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

1.142 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

1.143 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.144 **"Point of Termination (POT)"** denotes the point of demarcation, within an Premises at which the **SBC-13STATE** responsibility for the provisioning of service ends.

1.145 **"Premises"** is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including, but not limited to, vaults, containing loop concentrators or similar structures."

1.146 **"Preparation Charges"** are the charges applicable to the preparation of SBC-13 STATE premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

1.147 **"Project Coordination Fee"** reflects **SBC-13 State**'s labor costs to manage the provisioning of the individual Level 3's space requirements for a particular Physical Collocation space request. This fee is applicable upon the submission of an application.

1.148 **"Project Management Fee"** reflects SBC-13STATE labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation space request. This fee is applicable upon submission of an application.

1.149 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

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

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

1.151.1 SBC-AMERITECH – Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.151.2 NEVADA - "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUC-NV tariff A6.2.7.

1.151.3 PACIFIC - "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.151.4 SNET - "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.151.5 SBC-SWBT - "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

1.152 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.153 **"Remote End Office Switch"** is an SBC-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC13-STATE End Office Switch. Such features, function, and capabilities are provided between an SBC 13-STATE Remote End Office Switch via an umbilical and an SBC13-STATE Host End Office.

1.154 **"SBC Communications Inc**." **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

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

1.156 **"SBC-2STATE"** - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.157 **"SBC-4STATE"** - As used herein, SBC-4STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma

1.158 **"SBC-7STATE"** - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.159 **"SBC-8STATE"** - As used herein, SBC-8STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.160 **"SBC-10STATE"** - As used herein, SBC-10STATE means SBC SOUTHWEST REGION 5-STATE and SBC MIDWEST REGION 5-STATE an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.161 **"SBC-12STATE"** - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-

STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.162 **"SBC-13STATE"** - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.163 **"SBC ARKANSAS"** - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.164 **"SBC CALIFORNIA"** – As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.165 **"SBC CONNECTICUT"** - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.166 **"SBC KANSAS"** - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.167 **"SBC ILLINOIS"** - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.168 **"SBC INDIANA"** - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.169 **"SBC MICHIGAN"** - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan

1.170 **"SBC MIDWEST REGION 5-STATE"** - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.171 **"SBC MISSOURI"** - As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.172 **"SBC NEVADA"** - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in

Nevada

1.173 **"SBC OHIO"** - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.174 **"SBC OKLAHOMA"** - As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.175 **"SBC SOUTHWEST REGION 5-STATE"** - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.176 **"SBC TEXAS"** – As used herein, SBC TEXAS means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.177 **"SBC WISCONSIN"** - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

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

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

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

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

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

1.183 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

1.184 **"Service Control Point"** (SCP) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

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

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

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

1.188 **“Shared Physical Collocation Cage”** is a caged dedicated collocation space that is shared by two or more Carriers within **SBC-13STATE**’s Premises.

1.189 **“Signaling System 7”** (SS7) means a signaling protocol used by the CCS Network.

1.190 **“Signal Transfer Point”** (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.191 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

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

1.193 **“State Abbreviation”** means the following:

1.193.1 “AR” means Arkansas

1.193.2 “CA” means California

1.193.3 “CT” means Connecticut

1.193.4 “IL” means Illinois

1.193.5 “IN” means Indiana

1.193.6 “KS” means Kansas

1.193.7 “MI” means Michigan

1.193.8 “MO” means Missouri

1.193.9 “NV” means Nevada

1.193.10 “OH” means Ohio

1.193.11 “OK” means Oklahoma

1.193.12 “TX” means Texas

1.193.13 “WI” means Wisconsin

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

1.195 **“Synchronous Optical Network”** (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.196 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

1.197 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any ILEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Level 3 seeking collocation in SBC-13STATE's Premises that such an arrangement is technically feasible.

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

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

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

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

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

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

1.204 **"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

1.205 **"Translation Type"** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

1.207 **"Trunk" or "Trunk Group"** means the switch port interface(s) used and the communications path created to connect Level 3's network with SBC-13STATE's network for the purpose of exchanging traffic.

1.208 **"ULEC"** means A Competitive Local Exchange Carrier that purchases and combines unbundled network elements from the incumbent local exchange carrier in order to provide telecommunications service to customers. Network element includes the facility or equipment and its features, functions and capabilities used to provide telecommunications service.

1.209 **"Unused Space"** denotes any space in the Premises which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for growth of SBC-13STATE network equipment, including the equipment of affiliates and 3rd parties. May also be used to denote space within a specific Level 3's area that is not occupied by or reserved for Level 3's equipment.

1.210 **"Virtual Collocation"** is the process by which Collocator interconnects to SBC-13STATE network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2) of the Federal Telecommunications Act of 1996 ("FTA96") and all applicable state and federal laws and regulations, or for obtaining access to SBC-13STATE Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations.

1.211 **"Virtual NXX Traffic"** is traffic that originates in one local exchange area and is dialed to a telephone number assigned to a customer who is not physically located in the rate center to which the NXX code of that telephone number has been assigned. This traffic is also sometimes referred to as "Virtual Foreign Exchange", FX type, or "Virtual FX" traffic.

1.212 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY

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

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

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

1.2.4 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.2.5 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

1.2.6 **"Main Distribution Frame"** (**MDF**) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

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

1.2.8 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

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

1.3.2 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

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

1.4 DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

1.4.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

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

1.4.3 **"Serving Wire Center"** (**SWC**) means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located

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

1.4.5 **"Data Interexchange Carrier" (DIXC**) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-7STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-7STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

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

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

1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

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

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

1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

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

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

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

1.6.4 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

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

1.6.6 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

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

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

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

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

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

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

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

1.7.8 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.9 **"Universal Digital Loop Carrier"** (**UDLC**) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT ONLY

1.8.1 **"Jurisdictional Identification Parameter"** (**JIP**) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to **SBC-SWBT** only)

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

1.8.3 **"Originating Line Information"** (**OLI**) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to **SBC-SWBT** only.)

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to **Section 21**, to the extent not inconsistent with this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff. Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. Subject to Section 2.11.2 regarding changes in rates, if any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC ordered tariffs will prevail. **The Parties reserve their rights to dispute the issues addressed in this provision before the Connecticut DPUC.**

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) days after the date of such notice, a Party may pursue its rights under Section 10.

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

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state. To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so expressly ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **SBC-13STATE's** obligations under this Agreement shall apply only to:

2.12.1 the specific operating area(s) or portion thereof in which **SBC-13 STATE** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

2.12.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, **the "ILEC Assets"**).

2.13 This Agreement is intended as a successor to the Interconnection Agreement between the same parties that became effective as of [DATE]. Any provision of this Agreement that requires or permits a Party to take certain actions (such as submitting service orders, installing facilities, or providing information) shall not be interpreted as requiring either Party to repeat actions that were already taken under the previous agreement, unless the requirements of this Agreement are inconsistent with the arrangements previously in place between the Parties; provided, however, that for the avoidance of any doubt, the foregoing shall not apply to (a) any new services, facilities, or Network Elements for which Level 3 submits an order, request, or application after the Effective Date, (b) nor to any pending (but not yet provisioned) services, facilities, or Network Elements for which Level 3 submits an order, request, or application after the Effective Date of this Agreement to modify or add to the pending (i.e., submitted by Level 3 prior to the Effective Date of this Agreement, but not yet fulfilled) order, request, or application, (c) nor to any existing services, facilities, or Network Elements for which level 3 submits an order, request, or application after the Effective Date of this Agreement to modify the same. Rather, in the case of subsections (a), (b), and (c) directly above, any orders, requests, applications submitted by Level 3 after the Effective Date of this Agreement shall be governed by the rates, terms, and conditions of this Agreement. Whenever possible, services provided under the previous agreement shall be continued without interruption under the rates, terms, and conditions of this Agreement. Nothing in this Agreement is intended to extinguish any obligation of either Party to pay for services provided under the previous agreement but not yet billed or paid for, or any other obligation arising under the previous agreement that, by the terms of that agreement or by the nature of the obligation, survives the termination of that agreement.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

4.6 At all times during the Term, each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law (e.g. workers' compensation insurance) as well as general liability insurance in the amount of (at least) $10,000,000 for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance). This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

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

4.8 As ordered by the bilateral arbitrations between Level 3 and **SBC-13STATE** in Michigan PSC (Docket No. U-12460), the Texas PUC (Docket No. 22441), and the California PUC (Docket No. 00-04-037), in the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other company identifier (collectively, a **"Name Change")** the Changing Party shall submit written notice to the other Party within thirty (30) days of the first action taken to implement such Name Change. In no event shall the Changing Party be charged for any Name Change costs or expenses.

4.8.1 As ordered by the bilateral arbitration between CLEC and **AM-**IL (Docket No. 00-0332), **AM-IL** cannot charge CLEC for any Name Change charges associated with the major billing system between the companies, but for other charges, **AM-IL** shall, within thirty (30) days following receipt of a Name Change notice, negotiate rates to compensate **AM-IL** for the costs to be incurred by **AM-IL** to make the changes to any other customer-specific databases, systems, records and/or recording announcement(s).

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

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

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

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

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

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

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

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

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

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

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

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 This Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three years after the Effective Date (the **"Term"**). Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

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

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

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

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

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received CLEC's Section 252(a)(1) request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within 90 days following the effective date of such successor Agreement. In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on which SBC-13STATE received CLEC's Section 252(a)(1) request, the Parties agree to continue to operate under the rates, terms and conditions of this Agreement until such successor agreement is established provided however, that the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request, unless CLEC provided **SBC-13STATE** notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of **SBC's** notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91) day following CLEC provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date, termination date of this Agreement.

6. FRAUD

6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that

Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

6.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.

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

6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

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

6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

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

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

7. ASSURANCE OF PAYMENT

7.1 Upon request by **SBC-13STATE,** in accordance with this provision, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.

7.2 Assurance of payment may be request by SBC-12STATE separately with respect to a specific State if in that State:

7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** in that State for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred as a CLEC (with no more than two (2) valid past due notices for undisputed amounts within that twelve (12) month period), or

7.2.2 at any time on or after the Effective Date, there has been a significant and material impairment of the established as compared to its status on the Effective Date. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or

7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** for the individual State (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has substantially complied with all requirements set forth in Section 9.3) provided that SBC-12STATE has likewise substantially complied with all requirements of this Agreement with respect to presentation of invoices and dispute resolution);or

7.2.4 to the extent consistent with applicable law, CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at CLEC's option, consist of

7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or

7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** for that State as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").

7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement. Where CLEC has actual billings from **SBC-12STATE** for such functions, facilities, products or services under this Agreement for the three (3) months prior to **SBC-12STATE**'s request for a deposit, the actual amount of those billings shall be used as the deposit amount

7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC-SWBT** may request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC, which shall be determined when possible by reference to actual billings from **SBC-SWBT** to CLEC for functions, facilities, products or services provided under this Agreement for the two (2) months prior to **SBC-SWBT**'s request.

7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.

7.4 To the extent that CLEC elects to provide a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

7.5 A Cash Deposit will accrue interest at the rate established by the respective state commission. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to CLEC's bill(s) or returned to CLEC. **SBC-12STATE** will not pay interest on a Letter of Credit.

7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

7.6.2 to the extent consistent with applicable law, CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

7.6.3 the expiration or termination of this Agreement, should CLEC have undisputed unpaid charges that are due and remain open thirty (30) calendar days following the expiration or termination date.

7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3, but only to the extent of the amount previously drawn by **SBC-12STATE**.

7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; unless CLEC raises a good faith bona fide dispute with respect to the reasonableness of the request by SBC-13STATE; provided, however, that SBC-12STATE will permit CLEC to raise a good faith bona fide dispute within 10 days with regard to the reasonableness of such a request.

7.8.1 If CLEC fails to either furnish the requested adequate assurance of payment on or before the date set forth in the request or raise a good faith, bona fide dispute with respect to the reasonableness of the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.

7.9 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this

Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

7.10 For adequate assurance of payment of amounts due (or to become due) to **SNET**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH, SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

8.1.5 If CLEC or SBC-12STATE fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC or SBC-12STATE after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the billing Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS will comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.

8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS will be governed by the **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable CLEC intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 CLEC and **SBC - 12STATE** shall make all payments to the other Party ("Billed Party") via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by the CLEC or **SBC –12 STATE**, as the case may be, or through other mutually agreeable means. Remittance information will be communicated together with the funds transfer via the ACH network. The Billed Party must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by CLEC or SBC –12STATE, as the case may be, no later than the Bill Due Date of each bill or Late Payment Charges will apply. CLEC or SBC –12STATE is not liable for any delays in receipt of funds or errors in entries caused by the Billed Party or Third Parties, including the Billed Party's financial institution. The Billed Party is responsible for its own banking fees.

8.3.1 CLEC shall make all payments to **SNET** in "immediately available funds." Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party's failure to use electronic funds credit transfers through the ACH network.

8.3.2 CLEC must make all payments to **SNET** in "immediately available funds." All payments to **SNET** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SNET** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide good faith dispute between the Parties, the

Party billed (the **"Non-Paying Party"**) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and within thirty (30) calendar days the non-paying party will provide in writing the specific details and reasons for disputing each item listed in Section 10.4.1. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. (See new section 8.6) To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

8.4.4.1 The escrow account must be an interest bearing account;

8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Non-Paying Party;

8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

8.4.4.4 All interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

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

8.4.4.5.1 authorized in writing by both the Non-Paying Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.

8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.5. Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

8.6 The Non-Paying Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.4, above, if: (i) the Non-Paying Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and (ii) the Non-Paying Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Non-Paying Party, the Non-Paying Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

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

8.7.1.1 within ten(10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any accrued interest thereon;

8.7.1.2 within ten(10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the

Billing Party will be released to the Billing Party, together with any accrued interest thereon; and

8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.

8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.2 and Section 8.7.1.3 are completed within the times specified therein.

8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement; provided, however that the Billing Party shall comply then with all procedures set forth under this Section 8 and otherwise set forth in applicable law regarding discontinuance of service and/or termination of this Agreement.

8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

8.9.2 Bills provided to CLEC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

8.10 Exchange of Billing Message Information

8.10.1 **SBC-13 STATE** will provide CLEC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC.

The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.

8.10.4 **SBC-SWBT** shall bill CLEC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

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

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

8.11 Limitation on Back-billing and Credit Claims:

8.11.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

8.11.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section ___ and is addressed separately in the Reciprocal Compensation Attachment.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state

9.2 Failure to pay undisputed charges may be grounds for disconnection of the specific Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services for which undisputed payment has not been rendered under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services for which undisputed payment has not been rendered under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within thirty (30) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges

9.2.1 **AM-IN** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

9.2.2 **SWBT-KS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.2.3 **SWBT-MO** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than thirty (30) calendar Days following receipt of the Billing Party's notice of Unpaid Charges.

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and the specific details listed in Section 10.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

9.3.3 pay all Disputed Amounts into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and

9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account. Subject to Section 8.4 preceding, until evidence that the full amount of the Disputed Charges has been deposited into an escrow account is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party upon its request.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-12STATE**

9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days.

9.5.1.1 Reserved for future use.

9.5.1.2 Reserved for future use.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:

9.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 SBC-AMERITECH ONLY

9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.6.1.1 Reserved for future use.

9.6.1.2 discontinue providing the specific Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services for which undisputed payment has not been rendered under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1.

9.6.1.2.1Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **AM-IN** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE only**

9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.

9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission

9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.7.2.2 disconnect the specific Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services for which undisputed payment has not been rendered under this Agreement after notice to Non-Paying Party set forth in Section.

9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SWBT-KS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SWBT-MO** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.

9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.

9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.

9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.

9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.

9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.

9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,

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

9.8 **SNET only**

9.8.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. Under this Section 10.1, if any portion of an amount due to a Party (the "Billing Party" under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within forty five (45) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. CLEC will utilize the standard form provided by the appropriate LSC/LECC for submission of billing disputes. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

10.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within forty five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

10.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty five (45) days after the Parties' appointment of designated representatives pursuant to Section 10.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

10.4 The Parties agree that all negotiations and documents exchanged during negotiations pursuant to this Section 10, if marked "Confidential" or "Proprietary", shall be treated as Confidential or Proprietary Information in accordance with Section 20.1.

10.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

10.6 Dispute Resolution.

10.6.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.

10.6.2 For disputes other than disputed amounts under this Agreement or its Appendices the Parties agree to appoint a designated representative as set forth in Section 10.2 and if unable to resolve the dispute, proceed as set forth in Section 10.3.

10.6.3 Nothing in sections 10.2 and 10.3 shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

11. AUDITS – Applicable in SBC-12STATE only

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

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

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than eighteen (18) months after creation thereof, unless a longer period is required by Applicable Law.

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

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 Audits - **SNET** only

11.2.1 Except as provided in Appendix Compensation, **SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SNET**, CLEC and all other CLECs doing business with **SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SNET**'s billing and invoicing.

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

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER **SBC** NOR CLEC ASSUMES

RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions;

provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

13.5 **SBC-13STATE** shall not be liable for damages to a End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.6 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 by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in 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.

13.7 **SBC-13 STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that

Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct **("Fault")** of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the **"Indemnifying Party"**) shall defend and indemnify the other Party (the **"Indemnified Party"**) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

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

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

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

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

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

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

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

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

Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC**'s Network Elements (including combining with CLEC's Network Elements) may be affected by Intellectual Property rights and contract rights of Third Parties absent **SBC-13STATE**'s pursuit of the requisite Intellectual Property and contract rights.

14.5.1 To the extent required by the FCC in *In the Matter of MCI for Declaratory Ruling*, CC Docket No. 96-98, FCC 00-139 (Rel. April 27, 2000), it is the obligation of **SBC-13STATE** to use best efforts to obtain any consents, authorizations, or licenses to or for any Third Party Intellectual Property rights that may be necessary for CLEC's use of Interconnection, Network Elements, functions, facilities, products and services furnished under this Agreement. In particular, **SBC-13STATE** must exercise its best efforts to obtain co-extensive Third Party Intellectual Property rights needed for CLECs to utilize network elements in the same manner as **SBC-13STATE** that are equal in quality to the Third Party Intellectual Property rights that **SBC-13STATE** obtains for itself. The costs of such Third Party Intellectual Property rights shall be considered with all other costs that go into determining the price of an unbundled network element.

14.5.2 Subject to **SWBT-TX**'s obligations under any Commission decisions and except as expressly stated in this Agreement, **SWBT-TX** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SWBT-TX**'s network and unbundling and/or combining **SWBT-TX**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement.

14.6 Subject to **SWBT-TX's** and **AM-IL**'s obligations under any Commission decision and except as expressly stated in this Agreement, CLEC agrees to release, indemnify and hold **SWBT-TX** and **AM-IL** harmless from and against all Losses arising out of, caused by, or relating to any real or potential claim that CLEC's Interconnection with **SWBT-TX**'s or **AM-IL**'s network, or CLEC's use of **SWBT-TX**'s Network Elements beyond the uses **SWBT-TX or AM-IL** make of the Network Element, or unbundling and/or combining of **SWBT-TX**'s Network Elements (including combining with CLEC's Network Elements) in a manner not contemplated by **SWBT-TX**'s and **AM-IL**'s licenses, or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract. In no event shall **SWBT-TX** be liable for any actual or Consequential Damages that CLEC may suffer arising out of same.

14.7 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **SBC-13STATE**'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

14.8 Indemnification Procedures

14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. REMEDIES

15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise

16. INTELLECTUAL PROPERTY

16.1 Intellectual Property - **SBC-13STATE**

16.1.1 In order for a CLEC to determine the extent to which **SBC-13STATE** is entitled to use a particular network element, **SBC 13-STATE** will provide to CLEC a list of all vendors/licensors applicable to unbundled Network Element(s) (which vendors have provided **SBC-13STATE** a software license) within seven (7) days of CLEC's request for such a list. The list provided by **SBC 13-STATE** shall at a minimum detail the names of the specific third party vendors, the subject intellectual property, and the relevant contracts which govern **SBC 13-STATE**'s use of that intellectual property.

16.1.2 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

16.1.3 **SBC-13STATE** will indemnify CLEC for any claims of infringement arising from CLEC's use of Intellectual Property within the scope of any license agreement negotiated by **SBC-13STATE** for CLEC. CLEC will indemnify **SBC-13STATE** for any claims of infringement arising from CLEC's use of Intellectual Property beyond that differs from **SBC-13STATE**'s use and was not within the scope contemplated by the license agreement negotiated by **SBC-13STATE** for CLEC if such agreement is obtained.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**CLEC CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	Director – Interconnection Services	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1025 Eldorado Boulevard	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Broomfield, CO 80021	Dallas, TX 75202-5398
TELEPHONE NUMBER	(720) 888-2620	214-464-1933
FACSIMILE NUMBER	(720) 888-5134	214-464-2006

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

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

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

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

17.5 In **SBC-8STATE**, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**'s

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

17.6 **SBC-SWBT only:**

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

17.7 Reserved for future use.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this

Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if :

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

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

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

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

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

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

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

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

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party’s obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

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

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

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

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

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

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

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

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

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

20.4 <u>Proposed Disclosure of Proprietary Information to a Governmental Authority</u>

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

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

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

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

20.6 Return of Proprietary Information

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

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

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

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

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

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

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

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both negotiations between the Parties and the incorporation of results of orders, rules and arbitration decisions of the Commissions, and/or FCC. If any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any effective action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement

In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review. With the exception of the explicit waivers in the First Amendment and Second Amendment for the time period of September 1, 2000 through December 31, 2004, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to **SBC-12STATE only**

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

24.2 Applies to **SNET** only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

26.1 **SBC-12 STATE** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2. Subpoenas:

26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party’s switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

26.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

29.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the Other Party, however, such consent shall not be unreasonably withheld. Either Party may assign or transfer this Agreement to its Affiliate by providing sixty (60) days' prior written notice to the Other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

29.2 As ordered by the Michigan PSC in Docket U-12460 and the Texas PUC in Docket No. 22441, during the Term of this Agreement, **AM-MI** shall obtain CLEC's prior written approval before it sells, assigns or otherwise transfers any of its ILEC Territory or ILEC Assets. CLEC's prior written approval shall not be unreasonably withheld. **SWBT-TX** shall provide CLEC not less than sixty (60) days prior written notice of such sale, assignment or transfer.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

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

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

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

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

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR NVIRONMENTAL CONTAMINATION

32.1 Each Party shall be solely responsible at its own expense (including costs, fines, and fees) for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, legal disposition, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.

32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at **SBC-13STATE**'s request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

32.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

32.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments when due under this Agreement) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Each Party agrees to treat the other in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure Event.

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

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

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

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

34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority

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

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

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

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

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

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

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

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

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

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to other End User. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

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

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

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 **SBC-13STATE** will provide CLEC with transit service in accordance with the terms and conditions of Appendix Interconnection Trunking Requirements (ITR). CLEC agrees to use reasonable efforts to enter into agreements with Third Party carriers that exchange traffic with CLEC pursuant to the terms and conditions of Appendix ITR. Subject to the requirements of Appendix ITR, **SBC-13STATE** shall provide at least two months' notice in writing prior to ceasing to provide transit service.

39. CUSTOMER INQUIRIES

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

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

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

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

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

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

40. EXPENSES

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

40.2 **SBC-12STATE** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein. Nothing herein is intended to affect or abridge either Party's rights or obligations under Section 252(i) of the Act, nor is anything herein intended to modify **SBC-13STATE**'s obligation to provide services and facilities under the Act.

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

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

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

45. INTENTIONALLY LEFT BLANK

46. AUTHORITY

46.1 Each of the **SBC** Parties represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of their respective states of incorporation. **SBC Communications Inc.**, represents and warrants that it has full power and authority to execute and deliver this Agreement as agent for the **SBC** Parties. Each of the **SBC** Parties that is an ILEC represents and warrants that it has full power and authority to perform its obligations hereunder.

46.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

46.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

47. COUNTERPARTS

47.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

48. ENTIRE AGREEMENT

48.1 **SBC-12STATE**

48.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

48.2 **SNET**

48.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the

Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

49.0 MOST FAVORED NATIONS PURSUANT TO SECTION 252(i)

49.1 Nothing in this Agreement shall be construed to prevent either Party from exercising any rights it may hold under Section 252(i) of the Act, nor shall anything in this Agreement be construed to excuse either Party from any obligations it may bear under Section 252(i) of the Act.

SBC-13STATE Agreement
Signatures

Level 3 Communications, LLC	Illinois Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent
Signature:______________________________	Signature:____________________________
Name:________________________________ (Print or Type)	Name:________________________________
Title:________________________________ (Print or Type)	Title: President - Industry Markets
Date:________________________________	Date:________________________________
AECN/OCN# ___________________________ (Facility Based – if applicable)	

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APPENDIX ITR

(Interconnection Trunking Requirements)

TABLE OF CONTENTS

APPENDIX ITR

(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

1.25 1.2 This Appendix provides descriptions of the trunking requirements between **LEVEL 3** and **SBC-13STATE**. The paragraphs below describe trunk groups the parties may use for interconnection for the exchange of Telecommunications Traffic.

2. Reserved for future use.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 **LEVEL 3** shall issue Access Service Requests (ASR) for two-way trunk groups. **LEVEL 3** shall issue ASR's for one-way trunk groups, originating at the **LEVEL 3** switch. **SBC-13STATE** shall issue ASRs for one-way trunk groups originating at the **SBC-13STATE** End Office Switch or Tandem Switch. Exceptions to this are noted below:

3.1.1 CLEC shall issue ASR's for Meet Point Trunk Groups (MPTGs) in SBC-13STATE.

3.1.2 Reserved for future use.

3.1.3 Reserved for future use.

3.1.4 CLEC shall issue ASR's for one-way Connecticut Transit Traffic Service trunk group in **SBC CONNECTICUT.**

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and in SBC CONNECTICUT, Connecticut Transit Traffic trunk group and Meet Point Trunk Groups can be established between a **LEVEL 3** switch and an **SBC-13STATE** Tandem as further provided in this Appendix ITR and according to the rates in Appendix pricing.

3.3 **LEVEL 3** may establish two-way Local Interconnection Trunk Group(s) trunk groups for Telecommunications Traffic, Circuit Switched local/ IntraLATA and InterLATA traffic and two-way Meet Point Trunk Groups shall be established between a **LEVEL 3** switch or **Level 3** routing point representing a switch location and an **SBC-12STATE** Tandem or End Office switch.

3.3.1 These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency **LEVEL 3** will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in **SBC-CONNECTICUT**, one-way trunking is required to accommodate billing limitations.

3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. The Parties agree to the electronic exchange of data as described in Section 9.

3.6 The Parties recognize that embedded one-way trunks may exist for Telecommunications Traffic via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM or as permitted by Applicable Law. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with **LEVEL 3** participation and agreement

4 TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 The Parties shall establish POIs according to the requirements of NIM Section 2.2.

4.2 When Tandem trunks are deployed, **LEVEL 3** shall connect only those tandems that are within the calling scope of the NPA_NXX codes assigned to the LEVEL 3 that would subtend to a particular tandem and so long as the financial responsibility for establishing such trunks is in accord with parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Section 2.0 NIM. **LEVEL 3** shall route appropriate traffic (i.e. only traffic to SBC End Offices that subtend that Tandem or transit traffic) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to **LEVEL 3** switches on the trunk groups defined below.

4.3 Transit Traffic" is local Telecommunications Traffic or Circuit Switched intraLATA toll Telecommunications Traffic originated by or terminated to LEVEL 3 from another Local Exchange Carrier, CLEC [or wireless carrier] that transit SBC-13STATE's network. When transit traffic through the SBC-13STATE Tandem from LEVEL 3 to another Local Exchange Carrier, CLEC or wireless carrier requires a DS-1's or greater worth of traffic over a consecutive 3 month period, LEVEL 3 will undertake commercially reasonable efforts to establish direct interconnection with that third party. LEVEL 3 may route Transit Traffic via SBC-13STATE's local Tandem or End office switches.

4.3.1 When transit traffic between the LEVEL 3 network and SBC-13STATE, such as Telecommunications Traffic to another Local Exchange Carrier, CLEC or wireless carrier exceeds a DS-1's worth of traffic for three consecutive months, SBC-13STATE shall establish a direct trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. By establishing this trunk group, SBC-13STATE agrees to use reasonable efforts to minimize the amount of transit traffic it directly routes through the LEVEL 3 network to the third party terminating carrier.

4.3.2 SBC-CONNECTICUT will make its Connecticut Transit Traffic Service available to LEVEL 3 for the purpose of completing Transit Traffic at rates, terms, and conditions set forth in

Appendix Pricing and the applicable CT Access Service Tariff or as approved by the Connecticut DPUC. SBC-CONNECTICUT will compensate the terminating carrier for applicable local compensation or intraLATA access compensation.

4.3.3 While the Parties agree that it is the responsibility of the originating carrier to enter into arrangements with each third party carrier (ILECs, IXCs, Wireless Carriers or other CLECs) to deliver transit traffic, each Party acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an temporary basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to the other party and (ii) the date transit traffic volumes exchanged by either party exceed the volumes specified in Section 4.2.2, each party will provide the other Party with transit service. Each party agrees to use reasonable efforts to enter into agreements with third-party carriers to whom it sends traffic as soon as possible after the Effective Date.

4.3.4 Once SBC13-State notifies LEVEL 3 that that more than a DS1's worth of traffic has been exchanged with a 3rd party carrier for more than three months, LEVEL 3 use commercially reasonable efforts to establish interconnection arrangements with the 3rd party carriers.

4.4 Direct End Office trunks terminate traffic from a **LEVEL 3** switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group (except in SBC Connecticut where it shall be one-way) when actual or projected End Office traffic requires twenty-four (24) or more Local Interconnection Trunk s in a Trunk Group or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the local exchange area so long as the financial responsibility for establishing such trunks is in accord with parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Section ____ NIM. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem.

4.4.1 Direct End Office trunks terminate Telecommunications Traffic from a LEVEL 3 switch to an **SBC-13STATE** End Office.

4.4.2 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a Tandem serving area such that the DEOT does not fall below 80% of the total number of trunks that **LEVEL 3** has in service in the Tandem serving areas for two consecutive months. This should be achieved within 6 months of new interconnection in a Tandem serving area or within 3 months for existing interconnections. To determine the 80% DEOT to Tandem trunks threshold, the total number of DEOTs will be divided by the total number of trunks **LEVEL 3** has in use in the Tandem serving area where **LEVEL 3** is interconnected.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from **LEVEL 3** must generally terminate in the End Office, i.e. no Tandem switching will be performed in the End Office unless SBC does so for itself or for any other party. Where End Office functionality is provided in a remote End Office of a host/remote switch configuration, the Interconnection for that remote End Office is only available at the host switch unless SBC has provisioned such capability in the remote switch. The number of originating telephone number digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.6.1.2 The Lucent 1AESS switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

4.6.2 Trunk Configuration – **SBC CALIFORNIA** and **SBC NEVADA**

4.6.2.1 When Interconnecting at **SBC CALIFORNIA/SBC NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at **SBC CALIFORNIA**'s DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at **SBC CALIFORNIA**'s 4E Tandems. When **LEVEL 3** establishes new trunk groups to carry combined voice and data traffic from **SBC CALIFORNIA**'s DMS Tandems**,** **LEVEL 3** may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists **LEVEL 3** may transition to combined voice and data trunking as a major project, subject to mutual agreement between **LEVEL 3** and **SBC CALIFORNIA**, which agreement will include consideration of the CLEC handbook on **SBC CALIFORNIA's** CLEC website. In all cases, **LEVEL 3** will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **SBC CALIFORNIA** does for itself, any other CLEC or an IXC, **LEVEL 3**'s, or itself for 64CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between **LEVEL 3** and **SBC-13STATE**.

5.2 Local Interconnection Trunk Group(s) in Each LATA.

5.2.1 Two-way Interconnection Trunk Group(s) shall be established between **LEVEL 3** and the SBC at the single POI per LATA and Level 3 may establish Two-way Local Interconnection Trunk Group(s) at any other point within SBC13-State's network according to Level 3's sole discretion subject to technical feasibility.

5.2.2 Reserved for future use.

5.2.3 **SBC SOUTHWEST REGION 5-STATE** may initiate one-way or two-way interconnection trunk group*s* to **LEVEL 3** where required to provide trunk switch port relief in **SBC SOUTHWEST REGION 5-STATE** Tandems when a community of interest is outside the local exchange area in which **LEVEL 3** is Interconnected subject to mutual agreement and so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.2.4 Where traffic from **LEVEL 3** to a **SBC SOUTHWEST REGION 5-STATE** End Office exceeds 24 trunks in an average busy hour, A Local Interconnection Trunk Group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office as described in Sections 4.4 and 4.5so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.2.5 A Local Interconnection Trunk Group shall be established from the **LEVEL 3**/SBC POI in the LATA or from the nearest SBC end office where **LEVEL 3** has interconnected to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no Local Only Tandem Switch, Local/IntraLATA Tandem Switch or Local/Access Tandem Switch so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.2.6 When SBC SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch in the local exchange area and a Local/IntraLATA, Local/Access, or Access Tandem Switch that serves the same local exchange area, the Parties may mutually agree to establish a two-way meet point trunk group to carry Telecommunications Traffic to the SBC SOUTHWEST REGION 5-STATE Local/IntraLATA, Local/Access, or Access Tandem Switch so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM..

5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a Local/Access Tandem Switch in a local exchange area, Telecommunications Traffic /IntraLATA Traffic shall be combined on a two-way Trunk Group so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined local/access tandem in a local exchange area, Telecommunications Traffic shall be combined on two-way trunk group(s) that the Parties may mutually agree to establish so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.2.9 When SBC SOUTHWEST REGION 5-STATE has more than one Local/Access Tandem Switch combined local/Access Tandem in a local exchange area, Telecommunications Traffic shall be combined on a two-way Local Interconnection Trunk Group that the Parties may mutually agree to establish to SBC SOUTHWEST REGION 5-STATE Local/Access Tandem Switch(es) so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.3 Interconnection Trunk Group(s) in each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC CALIFORNIA** and **SBC NEVADA**

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **SBC CALIFORNIA, SBC NEVADA** or **SBC MIDWEST REGION 5-STATE** has a single Local/IntraLATA, Local/Access Tandem or Access Tandem Switch in a LATA, Telecommunications traffic shall be combined on a single Local Interconnection Trunk Group for calls destined to or from all **SBC** End Offices within that LATA. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT** **SBC MIDWEST REGION 5-STATE** has more than one Access Tandem Switch and/or Local/IntraLATA Tandem Switch in a LATA, Telecommunications Traffic shall be combined on a single Local Interconnection Trunk Group at those **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT** or **SBC MIDWEST REGION 5-STATE** Tandem(s) where the Parties may mutually agree to interconnect for calls destined to or from all **SBC** End Offices in the LATA, so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection for the exchange of Telecommunications traffic where actual or projected traffic demand exceeds a DS1's worth of traffic for three (3) consecutive months so long as the financial responsibility for establishing such trunks is in accord with Parties' responsibilities to establish and pay for transporting their originating traffic to the POI as specified in Appendix NIM.

5.4 Meet Point Trunk Group: **SBC-13STATE**

5.4.1 Meet Point Trunk Groups may be established for the transmission and routing of traffic between **LEVEL 3** and Circuit Switched interexchange carriers via a **SBC-13STATE** Access or Local/Access Tandem Switches. Circuit Switched Telephone Toll and/or Exchange Access Traffic sent to or received from interstate interexchange carriers shall be transported between LEVEL 3 and the SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group.

5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol. Each party shall bear their costs on the meet point trunk group according to the facilities they provide (or pay for) over that group.

5.4.3 Reserved for future use.

5.4.4 Reserved for future use.

5.4.5 FOR **SBC CALIFORNIA** ONLY: **LEVEL 3** will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. I75—T, Section 6.7.3, Tandem Access Sectorization (TAS). **LEVEL 3** is not required, however, to home codes by the sector designations. **LEVEL 3** also agrees to locate at least one Local Routing Number (LRN) per home Tandem if **LEVEL 3** ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party to whom the NXX is assigned by the relevant numbering administrator is responsible for the network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service within the LATA as the NXX code. .

5.4.7 **SBC-13STATE** will not block Circuit Switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on **LEVEL 3**'s network or delivered from **LEVEL 3** to **SBC-13STATE** for completion on **SBC-13STATE**'s network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Tandem or Access Tandem that **LEVEL 3** subtends in each LATA.

5.4.8 **LEVEL 3** shall provide and **SBC-13STATE** shall pass all SS7 signaling information including, without limitation, Originating Carrier Number (OCN), charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, OCN, and CPN it receives. All privacy indicators will be honored. Where available, each party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes (“CIC”) (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **SBC-13STATE**

5.5.1 If Either Party chooses the Other Party to handle 800/(8YY) database queries from its switches, **LEVEL 3** originating 800/(8YY) traffic may be routed over the Meet Point Trunk Group except that to the extent that an 8YY originated number is local to the point of origination that call may be routed over a local trunk group . This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and LEVEL 3 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC-13STATE Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which **LEVEL 3** requests that **SBC-13STATE** perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 **LEVEL 3** may handle its own 800/8YY database queries from its switch. If so, **LEVEL 3** will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, **LEVEL 3** will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the Local Interconnection Trunk Group. In such case **LEVEL 3** is to provide an 800/8YY billing record when appropriate. 8YY calls to numbers that are local to the point where the traffic is handed off will be rated as local. If the query reveals the call is an InterLATA 800/8YY number, **LEVEL 3** will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to the other carrier’s Access Tandem or its equivalent. Each Party will route calls to the other party over the Telecommunications Traffic /IntraLATA or inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which One Party performs the SSP function, if delivered to the Other Party, shall be delivered using GR-394 or other mutually agreeable format over the Meet Point Trunk Group or other designated Trunk Group for Circuit-Switched calls destined to IXCs. All post-query Toll Free Service (800/8YY) calls for which **LEVEL 3** performs the SSP function, if delivered to **SBC-13STATE** shall be delivered using the GR-317 format over the Local Interconnection Trunk Group for delivery to SBC End Offices directly subtending the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which LEVEL 3 offers exchange service. LEVEL 3 will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. LEVEL 3 shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC-13STATE E911 switch.

5.6.2 In **SBC CONNECTICUT** only, **LEVEL 3** will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires **LEVEL 3** to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by **LEVEL 3**. **LEVEL 3** will have administrative control for the purpose of issuing ASRs.

5.6.3 **LEVEL 3** and **SBC-13STATE** will cooperate to promptly test all 9-1-1 trunks and facilities between the **LEVEL 3** network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. **LEVEL 3** will not turn-up live traffic until successful testing is completed by both Parties and therefore SBC-13STATE and LEVEL 3 both agree to use best efforts to complete testing as soon as is reasonably possible once **LEVEL 3** has requested interconnection at the SBC 13 State 9-1-1 Tandem.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-12STATE**

5.7.1 Each party is responsible for traffic engineering on its network and to its customers. To the extent that parties agree that a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area, such trunk group will be implemented by the parties. This trunk group may be one-way outgoing or two way and may utilize SS7 or MF signaling. The Party originating the most traffic will have administrative control for the purpose of issuing ASRs on this trunk group. Because SBC will not permit **LEVEL 3** to exchange live traffic until successful testing is completed by both Parties, **SBC-13STATE and LEVEL 3 both agree** to use **best efforts** to complete testing as soon as is reasonably possible once **LEVEL 3** has submitted an ASR for such one way trunk groups..

5.7.2 This group shall be sized using best engineering practices based on the type of mass calling user, the anticipated events and the size of the community where calls may originate.

5.7.3 If either Party should acquire a HVCI/Mass Calling customer that will impact the other, such as a radio station, **the Party acquiring** the HVCI/Mass Calling customer shall notify **the**

other Party at least 60 days in advance of the need to establish a SS7 or MF trunk group from the **End** Office serving the HVCI/Mass Calling customer to the other Party's customers' serving office. The Party acquiring the HVCI/Mass Calling customer will have administrative control for the purpose of issuing ASRs on this trunk group.

5.7.4 If the Party acquiring the HVCI/Mass Calling customer finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the Party acquiring the HVCI/Mass Calling customer may request a meeting to coordinate with **the Other Party** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that **the Party acquiring the HVCI/Mass Calling customer** establishes a new choke NXX, the Party acquiring the HVCI/Mass Calling customer must notify **the other party** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and the Party acquiring the HVCI/Mass Calling customer will issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to the Party acquiring the HVCI/Mass Calling customer's choke serving office.

5.7.5 Reserved for future use.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for **LEVEL 3**, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for **LEVEL 3** the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 **LEVEL 3** may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA **LEVEL 3** wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 Where **LEVEL 3** contracts for DA services SBC will also permit it to contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When **SBC-13STATE's** operator is under contract to verify the busy status of **LEVEL 3** End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to **LEVEL 3** switch. **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from **LEVEL 3** switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 **LEVEL 3** will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1.1 If **LEVEL 3** chooses **SBC-13STATE** to provide either OS and/or DA, then **LEVEL 3** agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6 FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 **LEVEL 3** agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast it shall provide this information to **LEVEL 3** . Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection Trunk Groups and Meet Point Trunk Groups and End Office Local Interconnection trunks), for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 LEVEL 3 shall be responsible for forecasting two-way trunk groups. SBC-13STATE shall be responsible for forecasting and servicing the one way trunk groups terminating to LEVEL 3 and LEVEL 3 shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-13STATE, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

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

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

7 TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%

Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8 TRUNK SERVICING: SBC-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC CONNECTICUT** where one-way trunks will be provisioned**, SBC CONNECTICUT** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to **LEVEL 3**. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation **LEVEL 3** is responsible for issuing an ASR on all two-way trunk groups and one-way **LEVEL 3** originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. **LEVEL 3** will issue an ASR within three (3) days after receipt and review of the TGSR, **LEVEL 3** will note "Service Affecting" On the ASR.

8.3.1.2 In a blocking situation SBC-13STATE is responsible for issuing an ASR on one-way SBC-13STATE originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, LEVEL 3 will issue a TSGR. SBC 13-STATE will issue an ASR within three (3) days after receipt and review of the TGSR. SBC-13 STATE will note "Service Affecting" on the ASR.

8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to **LEVEL 3** for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route. If a Direct Final Direct End Office trunk group is at 75% utilization, a TGSR is sent to **LEVEL 3** with a recommendation to augment that trunk group.

8.3.2 Underutilization

8.3.2.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.2 If a Direct Final Direct EO trunk group in a serving area where there is no Local Tandem is under sixty-five percent (*65*%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.3 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days after receipt of the TGSR.

8.3.2.1.4 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.5 If **SBC-13STATE** does not receive an ASR, or if **LEVEL 3** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact **LEVEL 3** to schedule a joint planning discussion. If **LEVEL 3** will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.4.1 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.5 Projects require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and LEVEL 3 work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re homes, facility grooming, or network rearrangements.

8.6 Due dates for the installation of Local Interconnection and Meet Point Trunk Groups covered by this Appendix shall be based on each of **SBC-13STATE**'s intrastate Switched Access intervals. If **LEVEL 3** is unable to or not ready to perform Acceptance Tests, or is unable to accept the trunks by the due date, **LEVEL 3** will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date for which **SBC-13State** has issued a Firm Order Confirmation ("FOC"). If **LEVEL 3** requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by **LEVEL 3.** Should LEVEL 3 fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

8.7 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of **LEVEL 3**.

8.8 TRUNK SERVICING – **SBC SOUTHWEST REGION 5-STATE** Exceptions

8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SBC SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.9.1 **SBC-13STATE** will advise **LEVEL 3** of all projects significantly affecting **LEVEL 3** trunking. Such projects may include, Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each **LEVEL 3** trunk group and will specify the required **LEVEL 3** ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9 TRUNK DATA EXCHANGE: SBC-13STATE

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9.3 A trunk group utilization report (TIKI) is available at no charge upon request. The report is provided in a MS-Excel format.

10 NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **LEVEL 3** and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

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

10.3 Mass Calling

10.3.1 **LEVEL 3** and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11 OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

12 Circuit Switched Traffic

12.1 The Parties agree to the definition, terms, conditions, and use Circuit Switched Traffic according to Sections 3.4 and 16 of Appendix IC to this Agreement.

12.1.1 Reserved for future use.
12.1.2 Reserved for future use.
12.1.3 Reserved for future use.
12.1.4 Reserved for future use.

12.2 Reserved for future use.
12.3 Reserved for future use.
12.4 Reserved for future use.

13 IP Traffic.

13.1 The Parties agree to the definition, terms, conditions, and use of IP Enabled Services Traffic according to Sections 3.2 and 17 of Appendix IC to this Agreement.

14 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX RECORDING

TABLE OF CONTENTS

APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

2. DEFINITIONS

2.1 **"Access Usage Record" (AUR**) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing**" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company**" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 **"Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC-13STATE** and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 **"Exchange Message Interface" (EMI**) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.

2.11 "**Message Processing" -** the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.

2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP.

2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE.**

3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.

3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.

3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 **SBC-13STATE** will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for **SBC-2STATE**. For **SBC-2STATE**, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.

3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided to Level 3 or Level 3's billing agent and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to Level 3 except on an individual case basis at a reasonable cost

3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to Level 3's billing agent.

3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to Level 3's billing agent for its use in billing access to the IXC

3.13 Reserved for future use.

4. BASIS OF COMPENSATION

4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide to the extent that CLEC has deployed systems supporting AUR those AURs required by **SBC-13STATE** on a reciprocal, no-charge basis. To the extent CLEC is unable to provide AURs the Parties agree to explore additional options for recording, assembling and editing of message detail records necessary to accurate billing of traffic. The Parties agree to reciprocally exchange records at no charge and according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document

5. LIABILITY

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company. . If the non-Recording Company fails to provide written notification post-marked, faxed or dated by commercial courier within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company for the compensation arising from the message detail for access usage records.

5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data. Notwithstanding the foregoing, the Parties agree to use best efforts to ensure the timely and accurate delivery or exchange of billing data between each Party.

5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.

5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service to the extent such claim does not arise from willful misconduct or gross negligence. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1. The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

EXHIBIT I

SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

___ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

___ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE**. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX
INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ALL ISP-BOUND and SECTION 251(b)(5) TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

TABLE OF CONTENTS

APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications, Inc. (SBC) owned Incumbent Local Exchange Carrier and CLEC.

1.2 The provisions of this Appendix apply to telecommunications traffic originated from a facilities based carrier and/or a carrier providing telecommunications services utilizing Unbundled Network Elements.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service pursuant to 251(c)(4) of the Act.

1.4 The Parties agree that in light of their responsibilities as **common carriers** under, *inter alia,* 47 U.S.C. §§ 201, 202, 251, 252, and 271 and specifically in reference to 47 U.S.C. § 252(a) that the purpose of this Appendix as well as the purpose of this Agreement generally is to ensure that each Party exchanges all forms of traffic including all traffic described in Sections 3 below as well as any information services, CMRS, voice, video, text, or data traffic or any other electronic communications traffic over and between their respective facilities and networks.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the Agreement shall be governed by the provisions of this Appendix. .

2. Reserved for Future Use.

3. CLASSIFICATION OF TRAFFIC

3.1 **Telecommunications Traffic** exchanged between CLEC and **SBC-13STATE** will be classified as either:

3.1.1 **Telephone Toll Service** defined according to 47 U.S.C. §153(48);

3.1.2 **Telephone Exchange Service** defined according to 47 U.S.C. §153(47);

3.1.3 **Exchange Access Service** defined according to 47 U.S.C. §153(16); or

3.1.4 **Telecommunications Services** defined according to 47 U.S.C. §153(46); and

3.1.5 **Information Services** defined according to 47 U.S.C. §153(20).

3.2 **IP-ENABLED SERVICES TRAFFIC**

3.2.1 **Definition of IP-enabled Services**

3.2.1.1 **IP-enabled Services** are defined as, and include, services and applications relying on the Internet Protocol family ("IP), which could include digital communications of increasingly higher speeds that rely upon IP, as well as higher level software services that could be invoked by the end user or on the end user's behalf to make use of communications services. Thus, the term IP-enabled Services includes "applications" and "services" because communications over the Internet are possible with both forms.

3.2.1.1.1 Because IP-enabled Services are enabled by use of IP and the Internet, IP-enabled Services share the non-geographic nature of electronic communications conducted over the Internet:

3.2.1.1.1.1 IP-enabled Services Traffic includes communications traffic containing voice communications (i.e. Voice embedded IP Communications).

3.2.1.2 The Parties recognize that although state public utility commissions may have jurisdiction over underlying telecommunications facilities, the FCC has determined that IP-enabled Services are interstate in nature and has preempted state jurisdiction over such services.

3.2.1.3 In order for Parties communicating via IP-enabled Services to interact with end users connected to the Internet by means of circuit switched telecommunications services addressed by NPA-NXX codes, the underlying telecommunications provider must effect a net protocol conversion from IP to TDM in order to permit the Internet to connect an end users served by a device addressed via the NPA-NXX codes and connected over a legacy circuit switched telephone network.

3.2.2 **Identification of IP-enabled Services Exchanged Between the Parties**

3.2.2.1 The parties recognize that neither party has a billing system capable of determining the physical location of their customers; rather consistent with industry practice nationwide both Parties' billing systems capture the originating and terminating NPA-NXX, which they subsequently compare to tariff databases and the Local Exchange Routing Guide

("LERG") to identify the location of the switch serving the called or calling NPA-NXX codes and then they rate those calls according to the terms and conditions of this Agreement and their respective tariffs.

3.2.2.2 Because customers of IP-enabled Services Traffic desire to make calls to the PSTN as well as to other IP-enabled Services Traffic customers, Level 3 provides a service that permits them to make calls to and from devices that are addressed using NPA-NXX codes.

3.2.2.3 In order to ensure that IP-enable Services Traffic is correctly billed and to ensure that no Circuit Switched Traffic is misbilled and that no other carrier can utilize Level 3's network for toll-bypass, Level 3 will insert into the SS7 call setup message an indicator identifying traffic that originates as IP on Level 3's network.

3.2.2.4 Level 3 recognizes that ILEC billing systems generally, and in this case, SBC13-State's switches may not capture information out of the SS7 stream at the moment the traffic is exchanged. Accordingly, the Parties agree to develop a Percentage of IP Use ("PIPU") factor that will be applied to all minutes of usage exchanged between them over the Local Interconnection Trunk Groups. This factor will be based upon Level 3's actual and verifiable records of IP-originated traffic. It will be calculated as follows:

3.2.2.4.1 In the case of calls originating from SBC13-State over the Interconnection Trunks under this Agreement ("Level 3 Terminating Traffic"), Level 3 shall provide a PIPU factor to identify the percentage of that traffic that is in fact terminating to an IP Customer and therefore falls within the definition of IP-enabled Services Traffic under this Agreement.

3.2.2.4.2 In the case of calls originating from Level 3 over the Interconnection Trunks under this Agreement ("SBC13-State Originating Traffic"), Level 3 shall provide a PIPU factor to identify the percentage of that traffic that is in fact originating from an IP Customer and therefore falls within the definition of IP-enabled Services Traffic under this Agreement.

3.2.2.4.3 Level 3 will provide separate PIPU factors for Level 3 Terminating Traffic and Level 3 Originating Traffic. These PIPU factors shall be applied to all originating or terminating minutes of use (as applicable) exchanged over the Interconnection Trunks between the Parties under this Agreement.

3.2.2.5 To the extent SBC13-State offers services in and outside of its operating territories that support either origination from or termination to an SBC13-State IP-enabled Services Traffic Customer and the exchange of traffic with the PSTN. To ensure that this traffic is correctly billed and to ensure that no Circuit Switched Traffic is misbilled and that no other carrier can utilize SBC13-State's network for toll-bypass, SBC13-State agrees to develop methods for accurately identifying traffic that originates as IP on SBC13State's network and shall likewise provide its own originating and terminating PIPU factors in the same manner as Level 3 under this Section

3.2.3 **Compensation for IP-enabled Services Traffic**

3.2.3.1 The Parties shall compensate each other for termination of all minutes of traffic identified as IP-enabled Services Traffic pursuant to application of a PIPU factor at $0.0007 per minute of use or at the state approved local compensation rates to terminate IP-enabled Services Traffic to either Party's end user customer.

3.3 **ISP-Bound Traffic** shall mean **Telecommunications Services Traffic** exchanged between the Parties where the originating Customer of one Party places a Circuit Switched Traffic call over the circuit-switched network to an Internet Service Provider ("ISP") customer of the other Party.

3.4 **Circuit-Switched Traffic** is defined as any Telecommunication Services traffic that:

3.4.1 uses ordinary customer premises equipment (CPE) with no enhanced functionality; and

3.4.2 Customers using a Circuit-Switched service place and receive calls with the same telephones they use for all other Circuit-Switched calls. So, for example, where the customer dials an NPA-NXX that appears in ILEC tariffs as Telephone Toll Service, the customer would initiate the call by dialing 1 plus the called party's number (NPA-NXX-XXXX), just as in any other circuit-switched long distance calls, which calls are traditionally routed over Feature Group D trunks; and

3.4.3 End-user customers do not order a different service, pay different rates, or place and receive calls any differently than they do through IXC traditional circuit-switched long distance service; and

3.4.4 The call **originates and terminates on the public switched telephone network (PSTN)**; and

3.4.4.1 The call undergoes **no net protocol conversion** and **provides no enhanced functionality** to end users due to the provider's use of IP technology; and

3.4.5 Obtains the same circuit-switched access as obtained by other interexchange carriers, and therefore imposes the same burdens on the local exchange as do other interexchange carriers by virtue of the switched access network. Customers of Circuit Switched Traffic receive no enhanced functionality by using the service. Circuit Switched Traffic obtains the same circuit-switched interstate access for its specific service as obtained by other interexchange carriers, and, therefore, phone to phone circuit switched service imposes the same burdens on the local exchange as do circuit-switched interexchange calls because it makes use of the access network.

3.5 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users to the extent that those local calling areas are geographically larger than existing approved local calling areas in a state.

3.6 For ISP-Bound Traffic, and Circuit Switched Traffic including Optional EAS Traffic, and IntraLATA toll, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. As of the date of this Agreement, ULECs in **SBC CONNECTICUT**, cannot seek intercarrier compensation for Circuit Switched Traffic that they originate from or terminate to their end users over a loop provided by SBC-Connecticut to the ULEC pursuant to unbundling obligations or other wholesale arrangements since the rates for unbundled local switching reflect and include the costs of call termination.

3.7 The Parties' obligation to pay intercarrier compensation arises from traffic that originates from and terminates to customers subscribing to services provided by either party. Accordingly, no reciprocal compensation, access charges or any other form of compensation arises when the Parties exchange traffic that is used to test connections or equipment connected to either Party's network.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent technically feasible, each Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") and Originating Carrier Number ("OCN") for **Telecommunications Traffic** originating on its network and passed to the network of the other party. Neither Party shall intentionally strip, alter, modify, add, delete, change, or incorrectly assign any such CPN for any Telecommunications Traffic. Each party shall pass the CPN (and OCN) for the traffic it receives from any third party. The parties recognize that neither party has a billing system capable of determining the physical location of their customers; rather consistent with industry practice nationwide both Parties' billing systems utilize tariff databases and the Local Exchange Routing Guide ("LERG") to identify the location of the switch serving the called or calling NPA-NXX codes and then rate those calls according to the terms and conditions of this Agreement. To the extent that either party is able to identify improper, incorrect, or fraudulent use of **Circuit Switched** local exchange services (including but not limited to PRI, ISDN and/or smart trunks or to the extent either party is able to identify stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

4.4 If one Party is passing CPN and/ or OCN but the other Party is not properly receiving such information, the Parties will work cooperatively to correct the problem.

4.5 Where either **Level 3** or SBC-13STATE delivers **Circuit Switched Traffic** to the other Party for termination to the other Party's customer, each party will provide OCN and CPN with such traffic or use commercially reasonable efforts to deliver the equivalent information to the other party on at least Ninety Percent (90%), of all calls exchanged between the Parties in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than Ninety Percent (90%), then all **Circuit Switched Traffic** calls passed without CPN will be billed according to the receiving Party's applicable, valid and effective FCC Interstate Access Tariff or Rate Sheet as permitted and filed according to, *inter alia*, Part 64 of the FCC's Rules.

4.6 Where one party is performing a transiting function, the transiting party will pass the Signaling Data, including specifically OCN for traffic received from the originating third party, including any SBC UNE-P carrier customers whether such customers purchase local switching from SBC pursuant to Section 251, 271, 201 or any other regulated or non-regulated arrangement and whether or not such arrangement is publicly or privately filed. Except for SBC originated UNE-P traffic, if the Signaling Data – including OCN - is not received from the originating third party, the transiting Party agrees to be billed as the default originator**.**

4.7 PARTIES AGREE TO ERECT NO BARRIERS TO IP ENABLED SERVICES TRAFFIC

4.7.1 In order for Parties communicating via IP-enabled Services to interact with end users connected to the Internet by means of circuit switched telecommunications services addressed by NPA-NXX codes, the underlying telecommunications provider must effect a **net protocol conversion from IP to TDM or TDM to IP** format in order to permit the Internet to connect an end users served by a device addressed via the NPA-NXX codes and connected over circuit switched telephone networks.

4.7.2 The Parties agree, therefore, that consistent with Section 3.2 above, that they will exchange any and all IP Enabled Services traffic over Local

Interconnection Trunk Groups.

4.7.2.1 Should any dispute arise over the jurisdictional nature or classification of traffic, the Parties agree to resolve such disputes through the dispute resolution process contained within this Agreement and in no event will either party block the other's traffic without following the dispute resolution procedures contained in this Agreement and according to Applicable Law.

5. TRAFFIC TERMINATION

5.1 Until and unless SBC-13STATE chooses to offer to exchange ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the parties shall exchange ISP-Bound traffic according to the intercarrier compensation rates set by the state public utility commission for local traffic as of the Effective Date of this Agreement. At such time as SBC13-State offers to exchange ISP-Bound Traffic in a particular state pursuant to the terms and conditions of the FCC's interim terminating compensation plan. At such time as the FCC issues a successor order to the current interim termination compensation plan, the parties agree to compensate each other according to such Order immediately upon the effective date the FCC order.

5.1.1 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers ("ISPs") to determine the Total Compensable Local Traffic.

5.1.1.1 In determining the Total Compensable Local Traffic, Circuit Switched IntraLATA toll and IXC-carried intraLATA toll Traffic are excluded, and will be subject to Meet Point Billing as outlined in the Interconnection Agreement and each Party's applicable state-approved or FCC-approved tariffs or FCC approved or sanctioned terms, rates and conditions.

5.1.1.2 The rates for the termination of Circuit Switched intraLATA toll and Originating 8YY traffic are governed by each Party's applicable state-approved or FCC-approved tariffs or FCC approved or sanctioned terms, rates and conditions, provided however, that 8YY Traffic bearing translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic is handed off will be rated as Local Traffic.

5.1.2 In determining the Total Compensable Local Traffic, SBC13-State-transited minutes of use (MOUs) will be excluded from these calculations.

5.1.2.1 The rates for SBC ILECs-transited MOUs will be governed by this Interconnection Agreement.

5.1.2.2 Subject to applicable confidentiality guidelines, SBC 13State and Level 3 will cooperate to identify Circuit Switched toll and transiting traffic; originators of such Circuit Switched toll and transiting traffic; and information useful for settlement purposes with such Circuit Switched toll and transiting traffic originators including but not limited to OCNs associated with traffic originated by carrier customers purchasing SBC UNE-P products or their equivalent.

5.1.2.2.1 To the extent necessary to ensure proper billing of Circuit Switched toll and transit traffic exchanged over SBC 13State and Level 3 intercarrier local interconnection facilities, SBC 13State and Level 3 agree to explore additional options for management and accounting of Circuit Switched toll and transit traffic, including, but not limited to the exchange of signaling/call-related information in addition to the CPN and OCN.

5.2 Reserved for future use.

5.3 Reserved for future use.

5.4 Reserved for future use.

5.5 Reserved for future use.

5.6 Reserved for future use.

6. RESERVED FOR FUTURE USE.

6.1 Reserved for future use.

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7. TELECOMMUNICATIONS TRAFFIC

7.1 **Telecommunications Traffic** which is governed by the terms, rates and conditions contained in either party's filed and effective federal or state tariffs, or which is determined to be interstate interexchange services and permissively detariffed (*See, e.g.,* 47 C.F.R. § 61 (2003)) will be governed by the rates, terms and conditions of either Party's tariff or of Level 3's terms, rates and conditions subject to Applicable Law including but not limited to state law or federal law. **.**

7.2 Reserved for future use.

7.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

7.4 Reserved for future use.

7.5 Reserved for future use.

8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS AND SBC TEXAS

8.1 Compensation for Optional Calling Area (OCA) Circuit Switched Traffic is for the termination of intercompany Circuit Switched traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

8.2 The Parties agree to comply with Applicable Law with regard to Optional Calling Areas (OCAs).

8.3 Reserved for future use.

8.4 To the extent that they are relevant and comply with Applicable Law, state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

9.1 For compensation purposes in the state of Missouri, Circuit Switched MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders).

9.1.1 Either party providing Metropolitan Calling Area (MCA) service for Circuit Switched Traffic shall offer the full calling scope prescribed in Case No. TO-92-306 according to the terms of the MCA Orders or as otherwise ordered by the Missouri Public Service Commission. . The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as “MCA” service subject to Applicable Law.

9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, Circuit Switched MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call, subject to Applicable Law.

9.2 Only to the extent required by the Missouri Public Service Commission Order in Case No. TO-99-483, the parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The

LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

9.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

10. TOLL CARRIER ARRANGEMENTS

10.1 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement and Applicable Law, but this in no way shall restrict either Party from exchanging such traffic over the Parties' existing Local Interconnection Trunk Groups. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **the terminating carriers'** applicable tariffed terminating switched access rates for Circuit Switched Traffic. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

11. INTRALATA 800 TELECOMMUNICATIONS TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage or equivalent Data for Customer billing and intraLATA 800 Copy Detail Usage or equivalent Data for access billing in Exchange Message Interface (EMI) format or other mutually agreeable format. The Parties agree to provide this data to each other on a monthly basis at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 Non-local IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX. 8YY Traffic bearing translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic is handed off will be rated and compensated as Local Traffic.

12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Circuit Switched Traffic may be on a Meet Point Billing ("MPB") basis as described below. To the extent Level 3 is unable to provide records formatted according to Ordering and Billing Forum's MECOD and MECAB guidelines, the Parties agree to explore additional options for recording, assembling and editing of message detail records necessary to accurate billing of traffic.

12.2 The Parties may establish MPB arrangements in order to provide Switched Access Services for Circuit Switched Traffic via the respective carrier's Tandem Office Switch or switch providing tandem switching capability in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB guidelines, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services for Circuit Switched Traffic jointly provided by the Parties via MPB arrangements may be according to the multiple bill/single tariff method. As described in the MECAB guideline, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the extent permitted by Applicable Law. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function to the extent permitted by Applicable Law.

12.4 The Parties may maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages to the extent permitted by Applicable Law.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services for Circuit Switched Traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU for Circuit Switched Traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs to the extent that those calls bear translated NPA-NXX codes that are local to NPA-NXX codes at the point where the traffic is handed off will be rated as Local Traffic.). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within ninety (90) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. RESERVED FOR FUTURE USE.

14. INTRALATA TOLL TRAFFIC COMPENSATION

14.1 For Circuit-Switched Traffic that is correctly rated as intrastate intraLATA toll, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff.. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem or switch providing equivalent geographic coverage is used to terminate traffic.

15. BILLING ARRANGEMENTS FOR TERMINATION OF CIRCUIT SWITCHED OPTIONAL EAS, ISP-BOUND AND CIRCUIT SWITCHED INTRALATA TOLL TRAFFIC

15.1 In **SBC-13STATE** each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard recordings made within the terminating carrier's network for Circuit Switched Traffic, Circuit Switched Optional EAS Traffic, ISP-Bound Traffic and Circuit Switched IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

15.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC-13STATE will provide the appropriate originating Category of records.

15.1.2 The decision by the CLEC to utilize terminating recordings does not in any way relieve the obligation of the CLEC to exchange records with other LECs.

15.2 The Parties agree that they will exchange ISP-bound traffic at rates set by the FCC and will update these rates immediately upon the effective date of any subsequent FCC order.

15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within ninety (90) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

16. RESERVED FOR FUTURE USE.

17. RESERVED FOR FUTURE USE.

18. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

18.1 MUTUAL RESERVATION OF RIGHTS

18.1.1 The Parties have been unable to agree as to whether Voice-embedded IP Communication which rides on facilities which cross LATA boundaries constitutes Switched Access Traffic as defined herein. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional treatment of Voice-embedded IP Communications, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such communications and the compensation payable by the Parties for such communications, if any. Voice-embedded IP Communications is defined as communications that either:

18.1.1.1 originates on the PSTN within the same LATA of the Interconnection Point, and is passed to an end-user from an internet protocol network provider in internet protocol format, or is terminated over the PSTN in circuit-switched format after having been transmitted from an end-user to an internet protocol provider in internet protocol format and exchanged between Level 3 and SBC-13STATE at the Interconnection Point within the same LATA as the called party, or

18.1.1.2 that originates and terminates to end users within the same exchange or a corresponding Extended Area Service exchange will be reciprocally compensated in the same manner as Local Traffic in this Agreement.

18.1.2 The Parties recognize that the question of intercarrier compensation for the exchange of IP-enabled Services Traffic has been a contested matter and proceedings currently underway at the FCC and at State Commissions could help to resolve the uncertainty relating to such traffic exchange. However, *the Parties agree, as a compromise and without reference to any change in law that may occur (but subject to the Parties' Reservation of Rights above), that IP-enabled Services Traffic shall be exchanged subject to the following rates, terms, and conditions during the term of this Agreement*. Notwithstanding any other provisions of this Agreement, if either Party provides the other Party a Percent IP Usage ("PIPU") factor, traffic shall be rated for intercarrier compensation purposes under the terms of this Section.

18.1.3 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action

18.1.3 Reserved for future use.

18.1.4 Reserved for future use.

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18.6 Reserved for future use.

18.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform the relevant affected provisions of this Agreement to the compensation procedures set forth in that Order immediately upon issuance of any such Order.

18.8 Reserved for future use.

19. ADDITIONAL TERMS AND CONDITIONS

19.1 Other rates, terms and conditions are addressed in General Terms and conditions Section 49.0.

APPENDIX PHYSICAL COLLOCATION

TABLE OF CONTENTS

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in all thirteen (13) states in which SBC-owned ILECs provide telecommunications services and Level 3. SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

2.1 Reserved for future use.

2.2 Reserved for future use.

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3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Level 3. In the event that the FCC amends its collocation rules, the Parties agree to negotiate, in good, faith amendments to the collocation requirements set forth herein, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the Interconnection Agreement ("ICA" or "Agreement") expeditiously by filing the necessary amendments to the ICA and requesting expedited approval by the appropriate state regulatory commission.

4. GENERAL DESCRIPTION OF OFFERING

4.1 Except where Physical Collocation is not practical for reasons permitted by Applicable Law **SBC-13STATE** agrees that it must provide Physical Collocation to Level 3 for the purpose of interconnecting to **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or both. pursuant to 47 U.S.C. §251 (c)(2) of the FTS96 and all applicable state and federal law, or for obtaining access to **SBC-13STATE** UNEs for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations and awards. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96) and all applicable state and federal laws and regulations and awards.

4.2 **SBC-13STATE**'s Physical Collocation offering includes the following:

4.2.1 Caged Physical Collocation

4.2.1.1 Level 3 may apply for Caged Physical Collocation in initial increments of 50 square feet. The caged serving arrangement is an area designated by **SBC-13STATE** within an Premises to be used by a Level 3 for the sole purpose of installing, maintaining and operating Level 3-provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will pro-rate the charge for site conditioning and preparation undertaken to construct or condition the collocation space to ensure that the first Level 3 in a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation.

4.2.2 Shared Caged Collocation

4.2.2.1 Upon request, **SBC-13STATE** shall provide Level 3 Shared Caged Collocation in any Unused Space or space that may be legitimately reclaimed according to state and federal rules, decisions and/or awards. "Shared Caged Collocation" is caged Physical Collocation space shared by Level 3 and one or more other Carriers pursuant to terms and conditions agreed upon by such carriers.

4.2.2.1.1 Level 3 may request that **SBC-13STATE** provide Shared Caged Collocation via: (1) a new Application for Physical Collocation whereby Level 3 and any other requesting carriers would agree to share collocation space amongst themselves; ("New Shared Collocation"); or (2) A Level 3 request to sublease space from another carrier that is already collocated within a SBC Premises. ("Subleased Shared Collocation").

4.2.2.1.2 For Shared Caged Collocation, Level 3 agrees that SBC-13STATE should have a single point of contact ("SPOC") for each Shared Collocation Arrangement.

4.2.2.1.3 In a New Shared Collocation arrangement, the SPOC will be the single carrier that submits the collocation request on behalf of the group of carriers seeking to share such space.

4.2.2.1.4 For Subleased Shared Collocation, SPOC shall be the Carrier that already occupies collocation space within the SBC Premises and that seeks to sublease some of its space to another carrier.

4.2.2.1.5 Carriers that already have space and want to sublet that space and any carriers seeking to share space within an existing carrier's collocation space or seeking to share new space amongst two or more of themselves must provide SBC with valid duly-executed letters authorizing each other to utilize the Connecting Facility Assignments associated with the Primary Carrier and signed by each other Carrier that authorize the Primary Carrier to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Carriers.

4.2.2.1.6 Reserved for future use,

4.2.2.1.7 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions). Resident Carriers shall request New Shared Collocation from **SBC-13STATE** in a single Physical Collocation application. Such request, and any subsequent order for New Shared Collocation, shall be submitted to **SBC-13STATE** by the Primary Carrier. When making New Shared Collocation available, **SBC-13STATE** shall not, except where specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the shared Collocation cage or to condition the space for Collocation use among the Resident Carriers utilizing the New Shared Collocation space. To prorate such Preparation Charges, SBC-13 STATE will determine the total preparation charges to make that space available and will allocate these charges to each Resident Carrier, based on the percentage attributable to each Resident Carrier as provided on the Collocation Application or order by the Primary

Carrier, provided that the percentage divided among the Resident Carriers in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Carrier subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Carrier for, and the Primary Carrier shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Carrier's responsibility to recover from each Resident Carrier their proportionate share of such other charges billed to the Primary Carrier for the New Shared Cage Collocation.

4.2.2.1.8 Reserved for future use.

4.2.2.1.9 When Level 3 sublets collocation space to another CLEC that does not already have an approved interconnection agreement with SBC or other independent legal right to occupy Level 3 collocation space, Level 3 shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, among other things, requires the CLEC seeking to collocate with Level 3 to comply with the terms, and conditions relating to Collocation contained in this Agreement. Level 3 will additionally designate SBC-13STATE as a third party beneficiary of Level 3's sublet of Level 3 collocation space within an SBC Premises to another CLEC.

4.2.2.1.10 If Level 3 subleases Shared Collocation from another CLEC, then Level 3 will agree to whatever rates, terms and conditions apply to the other CLEC's collocation provided that Level 3 doesn't already have an effective collocation agreement with SBC for that Premises.

4.2.2.1.11 If Level 3 subleases collocation space from another CLEC and Level 3 leaves the collocation space, then the CLEC has a direct agreement with SBC. SBC can handle the vacant space as it does any collocation space.

4.2.2.1.12 .Reserved for future use.

4.2.2.1.13 Reserved for future use.

4.2.3 Cageless Physical Collocation

4.2.3.1 Subject to technical feasibility and security requirements, SBC-13STATE will allow Level 3 to collocate in any available collocation space in **SBC-**13STATE's Premises, without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. SBC-13STATE will designate the space to be used for cageless collocation. SBC-13STATE may require Level 3 to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Level 3's or other collocating carriers' use; however, once inside the building, SBC-13STATE must permit Level 3, at all times, to have direct access to Level 3's equipment.

4.2.3.2 SBC-13STATE may not require Level 3 to use an intermediate interconnection arrangement (i.e. a POT bay) that simply increases collocation costs without a concomitant benefit, in lieu of a direct connection to SBC-13STATE's network, where Technically Feasible. In addition, SBC-13STATE may not require Level 3 to collocate in a room or isolated space, separate from SBC-13STATE's own equipment, where such arrangement serves only to increase the cost of collocation to Level 3 and to decrease the amount of available collocation space. SBC-13STATE may take reasonable steps to protect its own equipment, including, but not limited to, enclosing SBC-13STATE equipment in its own cage, and other reasonable security measures as described herein. SBC-13STATE may utilize reasonable segregation requirements that do not impose unnecessary additional costs on Carriers and that do not unnecessarily restrict available collocation space.

4.2.3.3 SBC-13STATE must make cageless collocation space available for purchase by Level 3 in single-bay increments. SBC-13STATE will pro-rate the charge for site conditioning and preparation undertaken to construct or to condition the collocation space so that the first Level 3 in a SBC-13STATE premise will not be responsible for the entire cost of site preparation.

4.3 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis. When Level 3 requests a particular collocation arrangement, Level 3 is entitled to a rebuttable presumption that such arrangement is technically feasible if any ILEC with a substantially similar network has deployed such collocation arrangement. SBC-13STATE may refuse to provide a collocation arrangement, or an equally cost-effective alternative arrangement only where it rebuts, before the applicable state regulatory commission, the presumption that the particular premises in question cannot support the requested collocation arrangement due either to technical reasons or to lack of space.

4.4 Level 3's SBC-13STATE-Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Level 3 must use an SBC-13STATE-Approved Power Installation Vendor to place power cable leads from Level 3's dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable.

4.5 Reserved for future use.

4.6 Cross-connects between CLEC and other telecommunication carriers collocated at SBC-13STATE premises will be allowed in accordance with applicable state and federal law, rules and regulations. SBC-13STATE will offer Level 3 the following methods of collocating cross-connects:

4.6.1 SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to Level 3's or another carrier's POT when Level 3 is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.

4.6.2 SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to Level 3's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

4.6.3 SBC-13STATE will extend SBC-13STATE UNEs to Level 3's or another carrier's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined (e.g., in an enclosure, such as a cabinet provided by SBC-13STATE on SBC-13STATE property).

4.7 Reserved for future use.

4.8 SBC-13STATE shall permit CLEC to place its own connecting transmission facilities, subject to compliance with reasonable safety limitations, within SBC-13STATE's Premises in the Physical Collocation space, without requiring Level 3 to purchase any equipment or connecting facilities solely from SBC-13STATE.

4.9 Security. As provided herein, SBC-13STATE may require reasonable security arrangements to protect its equipment and to ensure network reliability. Except as provided below, SBC-13STATE may only impose security arrangements that are as stringent as the security arrangements that SBC-13STATE maintains at its own premises for its own employees or authorized contractors. SBC-13STATE must allow Level 3 to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in SBC-13STATE Premises without requiring either a security escort of any kind or delaying a Level 3's employees' entry into SBC-13STATE's Premises. Reasonable security measures that SBC-13STATE may adopt include, but are not limited to, the following:

4.9.1.1 Installing security cameras or other monitoring systems; or

4.9.1.2 Requiring Level 3 employees or vendors to use badges with computerized tracking systems; or

4.9.1.3 Requiring Level 3 employees to undergo the same level of security training, or its equivalent, that SBC-13STATE's own employees, or third party contractors providing similar functions, must undergo; provided, however, that SBC-13STATE may not require Level 3 employees to receive such training from SBC-13STATE itself, and must provide information to Level 3 on the specific type of training required so that Level 3's employees may conduct their own training, where desired.

4.9.1.4 SBC-13STATE may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. SBC-13STATE's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

4.10 Relocation

4.10.1 In the event that SBC-13STATE determines it necessary for Dedicated Collocation Space to be moved within the Premises in which the Dedicated Collocation Space is located or to another Premises, Level 3 is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes the continued occupancy of the dedicated collocation space or Premises too costly, the parties shall negotiate the responsibility for the cost(s) of preparing the new dedicated collocation space at the new location. In all other instances, SBC-13STATE shall be responsible for any reasonable preparation costs where it determines it necessary for Dedicated Collocation Space to be moved.

4.10.2 In the event that Level 3 requests that the Dedicated Collocation Space be moved within the SBC-13STATE Premises or to another Premises, SBC-13STATE shall permit Level 3 to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. Level 3 shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new wire center, where applicable.

4.11 Security Training. Carriers are responsible for conducting background checks of their personnel and technicians who will have access to the Collocation Area. Collocation technicians must be security-qualified by Level 3 and will be required to be knowledgeable of SBC-13STATE's security standards. Level 3 personnel and technicians will undergo the same level of security training, or its equivalent, that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not require Level 3 personnel and technicians to receive security training from SBC-13STATE. Carriers may provide their employees with their own security training. Qualification program and security training details shall be included in SBC-13STATE's technical publications and/or on its Collocation website(s). (https://clec.sbc.com/clec).

4.12 Disciplinary Procedures:

4.12.1 Both Level 3 and SBC-13STATE will establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other SBC-13STATE property for actions that could damage or jeopardize the equipment, facilities, network or personnel of Level 3 or SBC-13STATE. Actions that potentially may damage or jeopardize the Premises or the equipment, facilities, network or the personnel of Level 3 or SBC-13STATE, and for which disciplinary action, up to and including dismissal or the denial of access to the Premises and other Level 3 or SBC-13STATE property include the following:

4.12.1.1 Theft or destruction of SBC-13STATE's or Level 3's property.

4.12.1.2 Use or attempted use/sale of alcohol or illegal drugs on SBC-13STATE property.

4.12.1.3 Industrial espionage.

4.12.1.4 Threats or violent acts against other persons on SBC-13STATE's property.

4.12.1.5 Knowing violations of any local, state or federal law on SBC-13STATE's property.

4.12.1.6 Permitting unauthorized persons access to SBC-13STATE's or Level 3's equipment on SBC-13STATE's property.

4.12.1.7 Carrying a weapon on SBC-13STATE's property.

4.12.2 In addition, Level 3 and SBC-13STATE will take appropriate disciplinary steps determined by each Party to address any violations reported by SBC-13STATE or Level 3 of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct, as defined in SBC-13STATE's Interconnector's Collocation Services Handbook and/or Collocation website(s), provided that such information and any and all updates to it made available to Level 3 in a timely manner.

4.13 Level 3 will provide indemnification and insurance as set forth in this Agreement to cover any damages caused by its employees or authorized personnel/technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's authorized contractors with equivalent access. These indemnification provisions and requirements are fully reciprocal to SBC-13STATE.

5. SPACE AVAILABILITY

5.1 At the request of Level 3, SBC-13STATE will provide space for Physical Collocation as described herein. SBC-13STATE will provide Physical Collocation at a particular Premises unless it demonstrates that Physical Collocation is not technically feasible or space is legitimately exhausted. In such cases, and consistent with the terms of the Virtual Collocation Appendix to this Agreement, SBC-13STATE will provide Virtual Collocation, except at points where SBC-13STATE demonstrates that Virtual Collocation is not technically feasible. Where Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.1.1 Adjacent Off-site Arrangement – Where SBC-13 STATE has demonstrated that the Virtual Collocation space within its Premises is Legitimately exhausted, in accordance with the dispute resolution provisons of this Appendix, and Level 3's Adjacent on-site space is not within 50 feet of the Premises's outside perimeter wall, Level 3 has the option and SBC-13 STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent that such Arrangement is technically feasible. The Adjacent Off-site Arrangement is available ifLevel 3's site is located on a property that is continugous to or within one standard cit block of SBC-13 STATE's central office or Premises.

5.1.1.1 Such Arrangement shall be used for those purposes set forth in Section 4.1 of this Appendix. Where Level 3 elects to utilize an Adjacent Off-site Arrangement, Level 3 shall provide both the AC and DC power requirements for such facility. For interconnection purposes, Level 3 may provide its own facillities to SBC-13 STATE's premises or to a mutally-agreeable meet point from its Adjacent Off-site location. Level 3 may subscribe to facilities available in the UNE rate schedule of this Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Level 3's Adjacent Off-site

Arrangement is located on property that is continguous to or within one (1) standard city block of SBC-13 STATE's central office or Premises.

5.1.1.2 At the time Level 3 requests this Arrangement, Level 3 must provide information as to the location of the Adjacent Off-site facility, the proposed method of itnerconnection, and the time frame needed to complete provisioning of the Arrangement. SBC-13 STATE shall provide a response, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with SBC-13 STATE's facilities, to Level 3 within ten (10) days receipt of the Application. SBC-13 STATE shall make best efforts to meet the time intervals requested by Level 3 . If SBC-13 STATE cannot meet Level 3's proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.

5.1.1.3 In the even that interior space in an Premises becomes available, SBC-13 STATE will provide the option to Level 3 to relocate its equipment from an Adjacent or an Adjacent Off-site facility into the interior space. In the event that Level 3 chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.

5.2 The determination as to whether there is sufficient space to accommodate Physical Collocation at a particular Premise will be made initially by SBC-13STATE. SBC-13STATE will notify Level 3 as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from SBC-13STATE's receipt of a Level 3's completed Application for Physical Collocation.

5.2.1 When space for Physical Collocation in a particular Premises is not available, SBC-13STATE shall place Level 3 on the waiting list for collocation in a particular Premises according to the date on which Level 3 submitted its application for Physical Collocation in that Premises.

5.2.2 If SBC-13STATE contends that space for Physical Collocation is not available in a premises, SBC-13STATE must allow Level 3 to tour the entire central office or other Premises in question --not merely the area in which space was denied -- without charge, within ten (10) calendar days, or such later date as mutually agreed, of the receipt of SBC-

13STATE's denial of space. Prior to taking a tour, each representative of Level 3 must execute and deliver to SBC-13STATE a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an SBC-13STATE's premises.

5.2.3 If Level 3 disputes SBC-13STATE's determination, Level 3 may elect a review to be made by a mutually-agreed-upon third party engineer or a designate of the applicable state commission, subject to a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or state commission designate in connection with the inspection, shall be shared equally by SBC-13STATE and Level 3. In conducting its review and rendering its determination, the engineer or designate shall take into consideration SBC-13STATE's planned use for the Premises and, to the extent it may be determined Level 3's space and how it to be used.

5.2.4 If SBC-13STATE denies a Level 3's request for Physical Collocation because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of Physical Collocation space was proper, SBC-13STATE shall, in connection with any complaint filed by Level 3, file with the applicable state commission detailed floor plans or diagrams of such Premises, together with whatever additional information has been ordered by such commission, all of which may be subject to protective order. These floor plans or diagrams must show what space, if any, SBC-13STATE or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each such reservation.

5.3 SBC-13STATE will maintain a publicly available document, posted for viewing on SBC-13STATE's Internet site(s), indicating all premises that are full, for Physical Collocation purposes, and will update such a document within ten (10) calendar days of the date at which a premise runs out of Physical Collocation space.

5.4 Upon request, SBC-13STATE must submit to the requesting carrier, within ten (10) calendar days of the submission of the request, a report indicating the available collocation space in a particular SBC-13STATE Premises. This report will specify the amount of collocation space available at each requested Dedicated Collocation Space, the number of Carriers, and any modifications in the use of the space since the last report. Such report also will include measures that SBC-13STATE is taking to make additional space available for collocation. When a Level 3 makes multiple requests on any given day, SBC-13STATE will provide a report in response to two (2) to five (5) requests within ten (10) calendar days, and a response to six (6) to twenty (20) requests within twenty (20) calendar days, unless the Parties agree otherwise. Should Level 3 submit more than twenty (20) requests at once seeking space information for central offices where there is no current collocation or collocation forecasted, SBC-13STATE will provide the information on a scheduled basis of ten (10) additional offices every ten (10) calendar days.

5.4.1 Reports seeking collocation space information shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is sought.

5.5 In any Premise in which all options for Physical Collocation offered by SBC-13STATE have been exhausted, SBC-13STATE shall not be permitted to provide additional space in that Premise for any of its affiliates

5.6 SBC-13STATE is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, SBC-13STATE is not required to, nor shall this Appendix create, any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Level 3 equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Premises. Notwithstanding the foregoing, SBC-13STATE shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, SBC-13STATE will make contiguous space available to Level 3 if Level 3 seeks to expand an existing Physical Collocation arrangement and if such request meets SBC-13STATE's non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Premises or constructing or leasing new Premises, SBC-13STATE will take into account future demand based upon its knowledge of Level 3's demand for Collocation. Level 3 will provide SBC-13STATE with a two (2)-year rolling, non-binding forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 SBC-13STATE may retain, for a certain period a limited amount of floor space for SBC-13STATE's own specific future uses on terms no more favorable to SBC-13STATE or its affiliates than those that apply to other telecommunications carriers, including Level 3, seeking to reserve Collocation space for their own future use. With the exception of space needed by SBC-13STATE for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable state or federal rule, order, law or award, SBC-13STATE will relinquish any space held for its future use before denying a request for Physical Collocation on grounds of space limitations. However, if SBC-13STATE demonstrates to the applicable state commission that Physical Collocation is not technically feasible, and that space does not exist, SBC-13STATE will not be obligated to provide Physical Collocation and the Parties will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the applicable state commission or Level 3, SBC-13STATE shall remove any obsolete and unused equipment (e.g., "retired in-place") from its premises.

5.11 In accordance with applicable state and federal law, SBC-13STATE may impose reasonable restrictions on its provision of additional unused space available for Physical Collocation (to avoid so-called "warehousing") provided, however, that SBC-13STATE shall not set a maximum space limitation on Level 3 unless SBC-13STATE demonstrates to the applicable state commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 CFR § 51.323 of the FCC's rules, and all applicable state and federal laws, Level 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.

6.2 SBC-13 STATE will permit Level 3 to place ancillary equipment, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory basis.

6.3 Reserved for future use.

6.4 Reserved for future use.

6.5 Reserved for future use.

6.6 Reserved for future use.

6.7 Reserved for future use.

6.8 Reserved for future use.

6.9 Reserved for future use.

6.10 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of Level 3’s equipment and facilities in Level 3’s Physical Collocation space.

6.11 All types of equipment placed in SBC-13STATE Premises by Carriers must meet the SBC-13STATE minimum safety standards. The minimum safety standards are: (1) equipment meeting Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Level 3 must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998, with no known history of safety problems.

6.12 SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. SBC-13STATE may not deny collocation of Level 3 equipment because the equipment fails to meet TP76200MP reliability standards.

6.13 In the event that SBC-13STATE denies Collocation of Level 3’s equipment, citing that such equipment does not meet acceptable safety standards, SBC-13STATE will provide, within five (5) business days of Level 3’s written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Premises for which Collocation was denied. In addition to this list, SBC-13STATE also will provide an affidavit attesting that all of the SBC-13STATE equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Premises. The affidavit must set forth in detail the exact safety requirement(s) that Level 3's equipment does not satisfy, SBC-13STATE's basis for concluding that Level 3's equipment does not meet this safety requirement(s), and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.

6.14 In the event that Level 3 submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, Level 3 may not collocate the equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Level 3 has already collocated equipment that is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, Level 3 must immediately comply with the applicable requirements or remove the equipment from the collocation space within ten (10) days of receipt of written notice from SBC-13STATE. If the Parties do not resolve the dispute, either SBC-13STATE or Level 3 may file a complaint at the applicable state commission seeking a formal resolution of the dispute. Level 3 will be responsible for the removal of all equipment and any damage that is the direct result of its collocation of such equipment, where such equipment is determined by the applicable state commission to have been improperly collocated. Where the equipment is determined by the applicable state commission to be acceptable for Physical Collocation purposes, SBC-13STATE may be held liable for any demonstrable damages that its refusal to collocate, or its required removal of previously-collocated equipment, has caused Level 3.

6.15 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Premises, or those personnel, network or facilities of others, is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Premises in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Premises in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

7.1.1 For each Premises in which Level 3 desires to physically collocate equipment, Level 3 must submit a Physical Collocation Application with the applicable Application and Project Management Fees. A copy of the Physical Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE web-site(s) (https:/clec.sbc.com). The Physical Collocation application must also be used for each subsequent request to place equipment in a Premise. However, a reduced fee shall apply to all subsequent requests to place equipment.

7.1.2 SBC-13STATE shall refund the Application Fee if it is unable to provision the collocation space to Level 3's specifications.

7.1.3 If SBC-13STATE determines that Level 3's Physical Collocation Application is unacceptable, SBC-13STATE shall advise Level 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Level 3 with sufficient detail so that Level 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Level 3 must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by Level 3 and not resulting from a request of SBC-13STATE, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

7.2 SBC-13STATE will permit Level 3 to subcontract the construction of Physical Collocation arrangements with contractors approved by SBC-13STATE. SBC-13STATE will not unreasonably withhold approval of contractors, and certification by SBC-13STATE will be based on the same criteria SBC-13STATE uses in certifying contractors for its own purposes. Alternatively, at Level 3's request, SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Dedicated Collocation Space, using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Premises.

7.3 Recurring/Non-Recurring charges – Level 3 shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific tariffs or the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 ICBs - An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in a tariff or the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request ("BFR") process used to request UNEs or other unique items not contained in a Level 3's ICA. The ICB will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.3.2 Payment of Space Preparation/Site Preparation - Prior to any obligation on SBC-13STATE to begin any preparation work associated with the Dedicated Physical Collocation space, Level 3 shall pay SBC-13STATE fifty percent (50%) of the non-recurring charges required to create the space for Level 3. The remainder of the non-recurring charges and any Custom Work Charges are due upon completion and prior to occupancy by Level 3. Any extraordinary expenses, if applicable, must be agreed to by Level 3, in writing, prior to actual commencement of the physical construction of the Dedicated Collocation Space. Level 3 also has the option of submitting a surety bond in lieu of payments due before the final payment.

7.3.3 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation will be provided to the Collocator within one hundred eighty (180) days of the billing cycle. Billing will be subject to true-up if interim rates are pending state or federal commission approval.

7.4 Level 3 shall pay its proportionate share of any reasonable security arrangements that SBC-13STATE employs in a Physical Collocation arrangement for purposes of protecting SBC-13STATE equipment and ensuring its network reliability.

7.5 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Level 3 to have access to the dedicated collocation space for any non-operational purpose, such as planning or inspection, during construction of Level 3's Dedicated Physical Collocation space until SBC-13STATE is in receipt of complete payment of the Preparation Charge and any Custom

Work charges and/or applicable COBO, after which time Level 3 shall have full access to the dedicated collocation space for operational purposes.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the dedicated collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then, in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other directly associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner, is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s General Terms and Conditions (GT&C) attached or applicable intrastate tariff late payment provision(s) applicable to the access services for the state in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date on which SBC-13STATE turns over a functional Dedicated Collocation Space completed in accordance with Level 3's Physical Collocation application, and Level 3 has accepted the collocation space.

7.8.1 The Parties will complete an acceptance walk-through of the Dedicated Space prior to turning the Dedicated Space over to Level 3. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing to SBC-13STATE, no more than five (5) business days after the walk-through. The correction of these exceptions shall be at the expense of SBC-13STATE. Exceptions noted by Level 3 that constitute grounds for causing payment refusal are contained in Section ___ of this Appendix. Level 3 may not refuse to accept the collocation space if the space is completed to the exact specifications of Level 3's collocation order.

7.8.2 The monthly recurring charge(s) shall begin to apply within, but no later than, thirty (30) days from the date on which that SBC-13STATE has turned over, and Level 3 has accepted, the functional dedicated space, regardless of any failure by Level 3 to complete its work. The fact that SBC-13STATE may have additional work to perform after Level 3 completes its work shall not bar the start of such recurring charges, provided that the remaining work to be completed by SBC-13STATE does not materially impair the Collocator from operating in the space.

7.8.3 Charges for a Physical Collocation arrangement that is provided in premises other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR).

7.8.4 The Parties agree that billing for all costs incurred in the establishment of Dedicated Collocation Space for Level 3 will be provided to Level 3 within one hundred eighty (180) days of the billing cycle. Billing will be subject to true-up if interim rates are pending state or federal commission approval.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use - The Dedicated Collocation Space is to be used by Level 3 for purposes of collocating equipment and facilities, pursuant to 47 U.S.C. 251(c)(6) and all applicable state and federal laws, regulations, orders, and awards of the FCC and applicable state commission, and for obtaining access to **SBC-13STATE**'s UNEs, pursuant to 47 U.S.C. 251 (c)(3) and all applicable state and federal laws, regulations, and orders of the FCC. Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, Level 3 shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.

8.2 Level 3 shall have access to SBC-13STATE's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SBC-13STATE equipment or facilities consistent with Level 3's rights pursuant to 47 U.S.C. 251(c)(6) and all applicable state and federal laws, regulations, orders, and awards of the FCC and applicable state commission.

8.3 A list of all of equipment that will be placed within the Dedicated Collocation Space shall be set forth on Level 3's Physical Collocation application, including: associated power requirements, floor loading, and heat release of each piece of Level 3 equipment. Level 3 warrants and represents that the Physical Collocation application contains a complete and accurate list of such equipment. Level 3 shall not place or leave any other equipment or facilities within the Dedicated Collocation Space without the express written consent of SBC-13STATE.

8.4 Reserved for future use.

8.5 Carriers may use the Dedicated Collocation Space for placement of telecommunications equipment that is "necessary for interconnection or access to unbundled network elements," as that phrase is interpreted under all applicable state and federal laws, regulations, and orders of the FCC and applicable state commission.

8.6 Level 3's employees, agents and contractors shall be permitted access to the Dedicated Collocation Space at all times, provided that Level 3's employees, agents and contractors comply with SBC-13STATE's policies and practices pertaining to fire, safety and security. Level 3 agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Collocation Space.

8.7 Level 3 equipment, operating practices, or other activities or conditions attributable to Level 3 hat represent a demonstrable threat to SBC-13STATE's network, equipment, or facilities, including the Premises, or to the network, equipment, or facilities of any person or entity located in the Premises, are strictly prohibited.

8.8 Operation of any equipment, facilities or any other item placed in the Dedicated Collocation Space shall not interfere with or impair service over SBC-13STATE's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within the Premises; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Collocation Space, or the Premises; impair the privacy of any communications carried in, from, or through the network, equipment or facilities of the Dedicated Collocation Space or the Premises; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.9 Subject to the limitations and restrictions of this Appendix, Level 3 may place or install in or on the Dedicated Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Collocation Space. Personal property, fixtures and unpowered facilities placed by Level 3 in the Dedicated Collocation Space shall not become a part of the Dedicated Collocation Space, even if nailed, screwed or otherwise fastened to the Dedicated Collocation Space, but shall retain their status as personal property and may be removed by Level 3 at any time. Any damage caused to the Dedicated Collocation Space by the removal of such property shall be repaired at Level 3's expense.

8.10 In no case shall Level 3 or any person or entity purporting to be acting through or on behalf of Level 3 make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Collocation Space or the Premises without the advance written permission and direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by Level 3, provided that SBC-I3STATE shall have the right to reject or modify any such request. Where requested by Level 3, SBC-I3STATE will perform any such construction, and the associated cost shall be paid by Level 3 in accordance with SBC-13STATE's then-standard Custom Work Charge order process, ICB or NSCR.

8.11 This Appendix and the Collocation arrangements provided hereunder are made available subject to and in accordance with the applicable state and federal law, the other terms and conditions of the parties' agreement and, the following (to the extent the following do not conflict with the applicable law and the other terms and conditions of this Agreement, and are commercially reasonable). SBC ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and physical design, and any successor document(s), including as such may be modified at any time and from time to time.

8.11.1 SBC ILEC's Interconnector's Collocation Services Handbook ("Handbook") or like document, and any successor document(s), as may be modified from time to time as set forth below in Section ___. However, modifications of the Handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this Agreement unless first approved by the appropriate state regulatory commission.

8.11.2 SBC ILEC's standards and requirements for equipment and facility installations, and any successor documents) within SBC-13STATE central offices, as may be modified from time to time.

8.11.3 Any statutory and/or regulatory state or federal requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

8.11.4 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Website.

8.12 If the Interconnector's Collocation Services Handbook, Collocation website(s), or the TP 76300MP, is modified subsequent to the effective date of this Agreement, the following shall apply:

8.12.1 If a modification is made after the date on which Level 3 has or orders a Physical Collocation arrangement, SBC-13STATE shall provide Level 3 with a list of those modifications or with revised versions of such, separately highlighting all such modifications. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by SBC-13STATE, except for those specific amendments to which Level 3 objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.12.2 If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **SBC-13STATE** (and the modification has not been included in a change to that "Statement" or to this Appendix), then **SBC-13STATE** will provide the other carrier with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of the other carrier's Physical Collocation application. Any carrier objection to those modifications must be received by **SBC-13STATE** by the thirtieth (30^{th}) day after their receipt by Level 3. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.12.1 shall apply.

8.12.3 Notwithstanding Sections 8.12.1 and/or 8.12.2, any modification made to address situations potentially harmful to **SBC-13STATE**'s or another's network, equipment, or facilities, the Premises, the Dedicated Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **SBC-13STATE** will immediately notify the other Carrier of any such modification.

8.13 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under Section 8.12 of this Appendix, regardless of whether Level 3 objected to such modification) in the SBC-**13STATE**s. Notwithstanding this, modifications that are governed by Section 8.12.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.14 Level 3 warrants and represents, for each item of its equipment to be collocated, that such equipment meets the SBC-13STATE minimum safety standards set forth in Section 6.11 of this Appendix. The minimum safety standards are: (1) Equipment compliance to SBC LEC technical publication TP 76200MP Level One requirements and to corrosion protection requirements contained in Telcordia NEBS document GR-1089-CORE, Criteria [72, 73] or (2) Equipment history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. Level 3 also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant.

8.15 Unless otherwise expressly agreed in writing, SBC-13STATE will provide for all AC and DC power requirements in the Premises. Level 3 is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Premises. Power will support Level 3 Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by Level 3 represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e., not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. All necessary Power will be supplied on a timely basis. A Physical Collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to Level 3.

8.16 Other than the security restrictions described herein, SBC-13STATE shall place no restriction on access to Level 3's central office Dedicated Collocation Space by Level 3's employees and designated agents. Such space shall be available to Level 3-designated agents twenty-four (24) hours per day each day of the week. SBC-13STATE will not impose unreasonable security restrictions for the Premises, including the Dedicated Collocation Space.

8.17 Fiber Entrances - Carriers shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. Collocators shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment.

8.18 Demarcation Point - SBC-13STATE shall designate the point(s) of termination within the Premises as the point(s) of physical demarcation between Level 3's network and SBC-13STATE's network, with each Party responsible for maintenance and other ownership obligations and responsibilities on its respective side of that demarcation point.

9. Operational Responsibilities

9.1 Level 3 and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 Level 3 and SBC-13STATE are each responsible for providing trouble report status or any network trouble of problems when requested by the other Party.

9.3 SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Level 3 (typically a SBC-13STATE manhole) at which a Level 3 fiber optic cable can enter the Premises, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Premises. SBC-13STATE will provide at least two such interconnection points at each Premises where there are at least two entry points for SBC-13STATE cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 Level 3 is responsible for bringing its fiber optic cable to an accessible point outside of the Premises designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such CLEC - provided cable to the Dedicated Space.

9.3.2 SBC-13STATE will permit interconnection of copper or coaxial cable if first approved by the appropriate state or federal commission or applicable state or federal law, and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

9.3.3 Reserved for future use.

9.4 Regeneration of either DS-l or DS-3 signal levels may be provided by Level 3 or SBC-13STATE under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

9.5 If Level 3 fails to remove its equipment and facilities from the Dedicated Collocation Space within thirty (30) days after Level 3 has discontinued its use of the space, SBC-13STATE may perform the removal and shall charge Level 3 for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Level 3 shall indemnify and hold SBC-13STATE harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SBC-13STATE.

9.6 Level 3 is solely responsible for the design, engineering, testing, performance, and maintenance of Level 3 Telecom Equipment used by Level 3 in the Physical Collocation Space. Level 3 may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by Level 3. Level 3 is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the SBC-13STATEs:

9.6.1 Its fiber optic cable(s);

9.6.2 Its telecommunications equipment;

9.6.3 Level 3-requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Level 3's Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within Level 3's Physical Collocation Space to the point(s) of termination of that cable within Level 3's Physical Collocation Space.

9.6.5 SBC-13STATE requires that a Collocation Interconnect Power Panel (CIPP) be used when the Physical Collocation arrangement is not served from SBC-13STATE's BDFB. No CIPP is required for 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. Level 3 will furnish and install the (CIPP) within a Level 3-provided equipment bay designated by Level 3. The CIPP must meet TP76200MP Level 1 requirements.

9.6.6 Reserved for future use.

9.7 SBC-13STATE will allow Level 3 to select its own contractors for all required engineering and installation services associated with the its collocated equipment (i.e., SBC-13STATE shall not require Level 3 to use SBC-13STATE's internal engineering or installation work forces for the engineering and installation of Level 3's equipment). Installation of Level 3's equipment in the Dedicated Space must nevertheless comply with TP76300MP. Level 3-selected contractors must agree to all policies and procedures in this Appendix. Level 3 contractors must meet the same requirements for access to the Premises and to the Dedicated Collocation Space as Level 3.

9.8 Reserved for future use.

9.9 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition to the requisite verbal notification, written notification must be provided within twenty-four (24) hours.

9.10 Level 3 is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.

9.11 Level 3 is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of Level 3 equipment, or any other Level 3-provided facility or piece of equipment. If SBC-13STATE is required to perform testing, such testing will be provided at applicable charges.

9.12 SBC-13STATE will be responsible for determining equipment location within the Premises. Procurement, placement and termination of interconnection cabling between Level 3's Dedicated Space and SBC-13STATE Main Distribution Frame and/or other interconnection points will be installed by Level 3's SBC-13STATE-Approved Vendor. Level 3's SBC-13STATE-Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil the termination blocks or panels at SBC-13STATE's Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to Level 3.

9.13 Unless otherwise expressly agreed in writing, where Level 3 has entered into an agreement with SBC-13STATE to physically collocate its equipment, SBC-13STATE will provide for all AC and DC power requirements in the Premises. Where Level 3 has entered into an agreement with SBC-13STATE to physically collocate, Level 3 shall be fully responsible for cabling, and shall contract with an SBC-13STATE-Approved Vendor to provide the same. Level 3 is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Premises. Power will support Level 3's telecom equipment at the specified DC and AC voltages. At a minimum, the power and SBC-13STATE's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment, unless otherwise mutually agreed in writing. Loads specified by Level 3 represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e., not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Premises. SBC-13STATE will supply and place the power cable leads from the dedicated space to SBC-13STATE's

Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate Level 3's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. Level 3 must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

9.13.1 Level 3's SBC-13STATE-Approved Power Installation Vendor must obtain an approved MOP from SBC-13STATE and follow the SBC-13STATE's standards and requirements for installation of equipment and facilities.

9.14 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an Augment to an existing space or CFA, will not be accepted until each existing Dedicated Collocation Space or specific CFA type (i.e., DSO, DS 1, Fiber, etc.) of Level 3, in the requested Premises, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Premises, measured in "single bay" increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA," means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met is within the reasonable judgment of SBC-13STATE.

9.15 Restroom access and parking will be provided to Level 3 on a reasonable basis in the SBC-13STATEs.

9.16 SBC-13STATE shall ensure that the Dedicated Space and the Premises comply with all applicable fire and safety codes. The preparation shall be arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

9.17 SBC-13STATE will provide Level 3 with reasonable access to its Designated Collocation Space while SBC-13STATE prepares the space for Physical Collocation. SBC-13STATE and Level 3 will mutually agree to the terms of Level 3's inspection visits during the construction of the Physical Collocation Space. Such visits will be allowed during regular business hours only and will require that Level 3 be escorted in the premises by an SBC-13STATE employee.

10. TESTING AND ACCEPTANCE

10.1 Level 3 and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to Level 3. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk-through. The correction of these exceptions from Level 3's Physical Collocation request shall be at SBC-13STATE's expense. Monthly recurring charges shall not commence until SBC-13STATE has made its corrections and Level 3 has completed a follow-up acceptance walk-through

10.2 Once Level 3's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving Level 3, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. Level 3 and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, SBC-13STATE will work with Level 3 to coordinate testing to minimize the number of visits required by Level 3 and its contractor.

10.3 All installations of equipment must be in accordance with the SBC-13STATE TP76300MP [or such other "standards and requirements for equipment and facility installations as may apply"] and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, Level 3 or its SBC-13STATE-Approved Vendor must correct non-compliant items and schedule an additional review audit after corrective work has been performed.

10.4 Level 3 shall be responsible for coordination with its SBC-13STATE-Approved Vendor to be at the site for acceptance testing.

10.5 Once Level 3 has accepted the facilities, Level 3 will order interconnection or access to UNEs from SBC-13STATE to be connected to their equipment, consistent with all applicable state and federal laws and regulations.

11. DELIVERY INTERVALS

11.1 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to Level 3 the requested Physical Collocation space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from Level 3.

11.1.1 Level 3 must provide SBC-13STATE, within seven (7) calendar days from the date of Level 3's receipt of written notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with Application). The construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If Level 3 has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date on which Level 3 received SBC-13STATE's written notice that its request had been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE has received the confirmatory written response from Level 3, together with applicable fees.

11.1.2 The delivery interval for all forms of Physical Collocation (except requests for Adjacent Structure Collocation) is determined by SBC-13STATE with the variables in Table (1) below, except to the extent that a state commission sets its own deadlines or SBC-13STATE has demonstrated to a state commission that Physical Collocation is not practical for technical reasons or because of space limitations. The delivery interval is determined by SBC-13STATE with the variables in Table (1) below. The delivery interval assigned will be provided to Level 3 by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from Level 3 will be processed in the order in which it was received, unless Level 3 provides a priority list, whichever is applicable.

Table (1)

Number of Applications submitted by One Level 3 per state or metering region	Overhead Racking Exists for Active Collocation Use	Overhead Racking Does Not Exist for Active Collocation Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space	Additional Power or HVAC is Required for the assigned Inactive Collocation Space
1-10	60 calendar days	80 calendar days	140 calendar days	180 calendar days

11-20	65 calendar days	85 calendar days	l45calendar days	185 calendar days

11.1.3 Should Level 3 submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application may be treated as a new application and will be subject to the time intervals set forth above. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by SBC-13STATE from a Level 3 within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each Physical Collocation application shall be deemed submitted no more than ten (10) business days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation application and end ten (10) business days later. A subsequent ten (10) business day period cannot begin until the previous ten (10) business day period has concluded. To complete the provisioning of a collocation arrangement, SBC-13STATE must finish construction in accordance with the requesting Level 3's application and turn functional space over to the requesting carrier within the timeframes specified above. However, it is expressly understood that if Level 3 is unable to install power cabling due to the unavailability of an ILEC approved power cabling vendor, rent (i.e. monthly recurring charges) will not be due until such a vendor is available.

11.1.3.1 For example, but not by way of limitation, if a Level 3 submits twelve (12) Physical Collocation Applications in a state, the delivery intervals assigned by SBC-13STATE will depend on which variables apply within each Premises Physical Collocation is requested: If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead racking does not exist, the delivery intervals assigned to Applications (7-

10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

11.1.4 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the functional space being turned over to Level 3. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to Level 3 by SBC-13STATE. Augment cable facility assignments with less than sixty (60) day intervals will not be given to Level 3 by SBC-13STATE until the delivery interval due date.

11.2 Augments.

11.2.1 Level 3 must submit a complete and accurate Physical Collocation Application for the following interconnection cabling Augments:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. The delivery interval is determined by SBC-13STATE with the variables in Table (2) below. The delivery interval assigned will be provided to Level 3 by SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from Level 3 will be processed in the order received, unless Level 3 provides a priority list, whichever is applicable.

Table (2)

Number of Applications submitted by One Level 3 per state or metering region	Necessary Elements such as Racking and Power are in place	Necessary Elements such as Racking and Power are not in place
1-10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

11.2.2 Should Level 3 submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SBC-13STATE from a Level 3 within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each Physical Collocation application shall be deemed submitted no more than ten (10) business days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation application and end ten (10) business days later. A subsequent ten (10) business day period cannot begin until the previous ten (10) business day period has concluded.

11.2.2.1 For example, but not by way of limitation, if a Level 3 submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested: If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

11.2.3 For all other Augments, SBC-13STATE will work cooperatively with Level 3 to negotiate mutually-agreeable construction intervals

12. RE-ENTRY

12.1 Unless otherwise set forth herein, if Level 3 shall default in performance of any material term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice from SBC-13STATE and opportunity to cure said default, or if Level 3 is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel Level 3 and any claiming under Level 3, remove any Level 3 telecom equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies SBC-13STATE might have. SBC-13STATE may exercise this authority on a Dedicated Space-by-Dedicated Space basis. SBC-13STATE may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Level 3 at any time thereafter.

13. CASUALTY LOSS

13.1 If the Premises or the Dedicated Space are damaged by fire or other casualty, and:

13.1.1 The Dedicated Collocation space is rendered non-tenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Level 3 was deprived of the use; or

13.1.2 The Dedicated Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Level 3 was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or if SBC-13STATE opts not to rebuild, then the collocation arrangement provided shall (upon notice to Level 3 within thirty (30) calendar days following such occurrence) terminate as the date of such damage. SBC-13STATE shall endeavor to relocate Level 3 equipment to an alternative location or assist Level 3 in developing an alternative arrangement to Physical Collocation.

13.2 Any obligation on the part of SBC-13STATE to repair the Dedicated Space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Level 3 and shall not include any obligation to repair, restore, rebuild or replace any Level 3 equipment or any alterations or improvements made by Level 3 or by SBC-13STATE on request of Level 3 Upon mutual agreement, when Level 3's space equipment is damaged, Level 3 may arrange a visit to inspect the condition.

13.3 In the event the Premises shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary, then, notwithstanding that the Dedicated Collocation space may be unaffected thereby, SBC-13STATE at its option, may terminate any collocation arrangement in that Premises by giving Level 3 ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

14.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of SBC-13STATE, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Level 3 for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service related to the use of Level 3-provided facilities or equipment shall result in the imposition of liability upon SBC-13STATE proportionate to the damages caused by it.

14.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

14.1.2 Each Party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party and which are governed by the provisioning party's applicable tariffs.

14.1.3 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

14.1.4 The liability of either Party for its willful misconduct if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SBC-13STATE's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

14.1.5 SBC-13STATE shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SBC-13STATE for its own act or omission hold liable any other carrier or customer providing a portion of a service.

14.1.6 When Level 3 is provided service under this Appendix, SBC-13STATE shall be indemnified, defended and held harmless by Level

3 against any claim, loss or damage arising from the Level 3's end user's use of services offered under this Appendix, involving:

14.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

14.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by SBC-13STATE in connection with facilities or equipment furnished by the customer; or

14.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

14.1.7 When Level 3 is provided service under this Appendix, Level 3 shall be indemnified, defended and held harmless by SBC13-state against any claim, loss or damage arising from SBC13-state's end user's use of services offered under this Appendix, involving:

14.1.7.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

14.1.7.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by SBC-13STATE in connection with facilities or equipment furnished by the customer; or

14.1.7.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

14.2 Third Parties – Level 3 acknowledges and understands that SBC-13STATE may provide space in or access to the Premises to other persons or entities ("Others"), which may include competitors of Level 3's; that such space may be close to the Dedicated Collocation space, possibly including space adjacent to the Dedicated Collocation space and/or with access to the outside of the Dedicated Collocation space. In addition to any other applicable limitation, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any Other, except to the degree of culpability of SBC-13STATE and its employees, and regardless of whether any claimed SBC-13STATE liability arises in tort or in contract. Level 3 shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, against or as a result of Level 3.

15. INDEMNIFICATION OF SBC-13STATE

15.1 The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 Level 3, in recognition of SBC-13STATE's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC-13STATE with all federal, state and local laws, safety and health regulations relating to the Dedicated Collocation Space which Level 3 has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SBC-13STATE harmless for any judgments, citations, fines, or other penalties which are assessed against SBC-13STATE as the result of Level 3's failure to comply with any of the foregoing. SBC-13STATE, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Dedicated Collocation Space which SBC-13STATE has agreed to maintain pursuant hereto.

17. NOTICES

17.1 Except in emergency situations, SBC-13STATE shall provide Level 3 with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.

17.2 SBC-13STATE will inform Level 3 by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Dedicated Space occupied by Level 3 or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to Level 3 as soon as reasonably possible so that Level 3 may take any action required to monitor or protect its service.

17.3 SBC-13STATE will provide Level 3 with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Premises that will cause an outage or any type of power disruption to Level 3's telecom equipment. SBC-13STATE shall provide Level 3 with immediate notification by telephone of any emergency power activity that would impact Level 3's equipment.

17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SBC-13STATE: Account Manager – Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to Level 3: Director of Interconnection
Level 3 Communications, LLC
1025 Eldorado Blvd.Broomfield, CO 80021

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to SBC-13 STATE [INSERT]

If to Level 3: Director of Interconnection
Level 3 Communications, LLC
1025 Eldorado Blvd.Broomfield, CO 80021

18. INSURANCE

18.1 Level 3 shall furnish SBC-13STATE with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Level 3. SBC-13STATE shall be named as an additional insured on general liability policy. Should any of these policies be cancelled or materially changed, Level 3 shall arrange for the issuing company(ies) to mail thirty (30) calendar days written notice to the certificate holder(s).

18.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Level 3 must maintain all Risk Property coverage on a full replacement cost basis insuring all of Level 3's personal property situated on or within the Premises. Level 3 releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Level 3 or located on or in the space at the request of Level 3 when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, excluding negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

18.1.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by SBC-13STATE from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.

18.1.3 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.

18.1.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Level 3's equipment or other Level 3 facilities or equipment remains within the Premises.

18.1.5 Level 3 shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, SBC-13STATE's obligation to turn over the

Physical Collocation Space to Level 3 or to permit any Level 3-designated subcontractors into the Premises. Level 3 shall arrange for SBC-13STATE to receive thirty-(30) calendar day's advance written notice from Level 3's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

18.1.6 Level 3 must also conform to recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Premises where the Physical Collocations space is located.

18.1.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

19. PROTECTION OF SERVICE AND PROPERTY

19.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

19.3 Except as may otherwise be provided:

19.3.1 SBC-13STATE and Level 3 shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

19.3.3 Each Party shall restrict access to the Premises and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

19.4 SBC-13STATE shall use electronic access controls to protect all spaces which house or contain Level 3 equipment or equipment enclosures, but if electronic controls are not available, SBC-13STATE shall furnish security guards at those SBC-13STATE locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, SBC-13STATE shall permit Level 3 to install monitoring equipment in the collocation space to carry data back to Level 3's work center for analysis. Level 3 agrees that it is responsible for problems or alarms related to its equipment or equipment enclosures located on SBC-13STATE's Dedicated Space.

19.5 SBC-13STATE shall furnish Level 3 with the identifying credentials to be carried by its employees and authorized agents to be paid for by Level 3. Level 3 must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Premise where there are SBC-13STATE security guards.

19.6 Level 3 shall comply with the security and safety procedures and requirements of SBC-13STATE, including but not limited to sign-in, and identification.

19.7 SBC-13STATE shall furnish Level 3 with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Level 3 space in central offices. In the event of an emergency, Level 3 shall contact a SPOC provided by SBC-13STATE for access to spaces which house or contain Level 3 equipment or equipment enclosures.

19.8 SBC-13STATE shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Level 3 equipment or equipment enclosures.

19.9 SBC-13STATE shall use best efforts to provide notification within two (2) hours to designated Level 3 personnel to indicate an actual security breach.

19.10 SBC-13STATE shall be responsible for the security of the Premises. If a security issue arises or if Level 3 believes that SBC-13STATE's security measures are unreasonably lax, Level 3 shall notify SBC-13STATE and the Parties shall work together to address the problem. SBC-13STATE shall, at a minimum, do the following:

19.10.1 Where a cage is used, SBC-13STATE shall design collocation cages to prevent unauthorized access; provided, however, Level 3 realizes and assents to the fact that the cage will be made of wire mesh.

19.10.2 SBC-13STATE shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to SBC-13STATE's employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. SBC-13STATE shall require all persons entering the collocation areas to wear identification badges.

19.10.3 SBC-13STATE shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Carriers, along with a positive key control system for each Level 3's caged Dedicated Space. SBC-13STATE shall respond immediately to reported problems with Level 3 key cards.

19.10.4 In emergency situations, common courtesy will be extended between Collocation and SBC-13STATE's employees, including the provision of first aid and first aid supplies.

19.11 Level 3 shall limit access to Level 3 employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

20. MISCELLANEOUS

20.1 Variations - In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by **SBC-13STATE** shall control.

20.2 Governing Law - This Agreement shall be governed by the laws of the State in which the Dedicated Collocation Space is located, without regard to the choice of law principles thereof.

20.3 Joint and Several - If Level 3 constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

20.4 Future Negotiations - **SBC-13STATE** may refuse requests for space in an Premises if Level 3 is in material breach of this Agreement, including, but not limited to, having any undisputed past due charges hereunder.

20.5 Severability - With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of **SBC-13STATE** and Level 3 shall be construed accordingly.

20.6 Paragraph Headings and Article Numbers - The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

20.7 Entire Agreement - This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the Parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

20.8 No Third Party Beneficiaries - Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

20.9 Construction - This Agreement shall be interpreted and governed without regard to which Party drafted this Agreement.

20.10 Multiple Originals - This Agreement may be executed in multiple copies, each of which shall be deemed an original.

20.11 Waver of Obligations

20.11.1 Whenever this Agreement requires the consent of a Party, any request for such consent shall be in writing.

20.11.2 Neither Party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Carriers.

20.12 Rights of Review with Remedies - The Parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment to ensure compliance with applicable state and federal law.

20.13 Rights Cumulative - The rights of a Party hereunder are cumulative and no exercise or enforcement by such Party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such Party is entitled to enforce.

20.14 Binding Effect - This Agreement is binding upon the Parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

20.15 Impossibility of Performance - Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b)acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, Level 3's authorized agents and contractors will comply with the Emergency Operating Procedures established by **SBC-13STATE**.

20.16 Survival - The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

20.17 Successors Bound - The conditions and agreements contained herein shall bind and inure to the benefit of **SBC-13STATE**, Level 3 and their respective successors and, except as otherwise provided herein, assigns.

20.18 (Reserved).

20.19 Non-Exclusive Remedies - No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

20.20 Assignment - Level 3 shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of **SBC-13STATE** which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of **SBC-13STATE** including subleased or shared caged Physical Collocation arrangements.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX VIRTUAL COLLOCATION

TABLE OF CONTENTS

APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in all thirteen (13) states in which SBC-owned ILECs provide telecommunications services and Collocator. SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 Reserved for future use.

2. DEFINITIONS

2.1 Reserved for future use.

2.2 Reserved for future use.

2.3 Reserved for future use.

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2.18 Reserved for future use.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator. In the event that the FCC amends its collocation rules, the Parties agree to negotiate, in good, faith amendments to the collocation requirements set forth herein, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the Interconnection Agreement ("ICA" or "Agreement") expeditiously by filing the necessary amendments to the ICA and requesting expedited approval by the appropriate state regulatory commission.

4. GENERAL DESCRIPTION OF OFFERING

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, SBC-13STATE agrees that it must provide Virtual Collocation to Collocator for the purpose of interconnecting to SBC-13STATE's network for the transmission and routing of telephone exchange service or exchange access, or both, pursuant to 47 U.S.C. §251 (c)(2) of the FTS96 and all applicable state and federal law, or for obtaining access to SBC-13STATE UNEs for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 and all applicable state and federal laws and regulations. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96) and all applicable state and federal laws and regulations.

4.2 In the case of SBC-13STATE Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. It must use an SBC-13STATE-Approved Vendor to perform the installation of such in the SBC-13STATE Eligible Structure. The Collocator's SBC-13STATE-Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame or its equivalent for placement and termination of interconnection cabling.

4.2.1 Collocator will install its own bays by an SBC-13STATE-Approved Vendor. SBC-13STATE will provide space for the bay(s) in either a Standard Bay arrangement of 10-sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7’0" high, 36" in width, and up to 36" in depth.

4.2.1.3 SBC-13STATE prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.2.1.4 At SBC-13STATE’s option, where an individual standard bay owned by SBC-13STATE in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.3 SBC-13STATE will provide for (*i.e.,* purchase and install on behalf of Collocator) all AC and DC power requirements to be used in the Eligible Structure. Additional requirements relating to the installation and placement of interconnection cabling and power cabling are set forth in Section 10 of this Appendix.

4.4 SBC-13STATE will exercise physical control, but not ownership of, any equipment deployed or installed by Collocator in a Virtual Collocation arrangement.

4.5 The Collocator’s equipment and associated facilities will be maintained and repaired by the Collocator, consistent with the terms set forth in Section 13 of this Appendix, or by SBC-13 STATE, at the direction of the Collocator.

4.6 Virtual Collocation is available at SBC-13STATE Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.7 SBC-13STATE will designate, upon request, the floor space for the "occupancy" of a Collocator-provided storage cabinet for circuit packs, plug-ins, test equipment, etc.

4.7.1.1 The SBC-13STATE standard floor space for Collocator’s- provided storage cabinet is 10 sq. ft. that cannot exceed 7’0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30."

4.7.1.2 The SBC-13STATE non-standard floor space for Collocator’s- provided storage cabinet is 18 sq. ft. that cannot exceed 7’0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36.”

4.7.2 Virtual Collocation is separate and distinct from Physical Collocation, which is addressed in a separate Appendix to this ICA. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert Virtual Collocation to Physical Collocation are subject to the submission of an application for Physical Collocation, and the appropriate charges will apply.

4.7.3 Virtual Collocation is ordered as set forth in SBC-13STATE Virtual Interconnector's Collocation Services Handbook or like document found on the SBC-13STATE CLEC ONLINE Web-Site for Virtual Collocation Site (https://clec.sbc.com). SBC13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.7.4 Virtual Collocation is available for the direct connection of one Collocator-provided facility to a separate Collocator-provided facility within the same SBC13STATE wire center, provided that the Collocators are interconnected with SBC13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.7.4.1 SBC-13STATE will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. SBC-13STATE shall permit Collocator's SBC-13STATE- Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment and facilities. SBC-13 STATE shall not require the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, SBC-13STATE will provide space for Virtual Collocation as described herein. SBC-13STATE is not required to provide Virtual Collocation at a particular Eligible Structure, if it is able to demonstrate that Virtual Collocation is not technically feasible or due to space limitations.

5.1.1 When all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any Virtual Collocation arrangement available under this Appendix is exhausted or completely occupied, SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted. However, before doing so, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for Virtual Collocation. Removal of the equipment shall not cause a delay in SBC-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section [____] of this Appendix. In making this determination, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve Virtual Collocation space for their own use. SBC-13STATE may reserve space for transport equipment for current year plus two years. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross connect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

5.2 Where Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.3 SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis.

5.4 The determination as to whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's completed Virtual Collocation Application.

5.4.1 Where space for Virtual Collocation in a particular Eligible Structure is not available, SBC-13STATE shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date on which the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 CFR § 51 of the FCC's rules, and all applicable state and federal laws, the Collocator may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.

6.2 SBC-13 STATE will permit Collocator to place ancillary equipment, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory basis.

6.3 Reserved for future use.

6.4 Reserved for future use.

6.5 Reserved for future use.

6.6 Reserved for future use.

6.7 Reserved for future use.

6.8 Reserved for future use.

6.9 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in SBC-13STATE Eligible Structures by Collocators must meet the SBC-13 STATE minimum safety standards. The minimum safety standards are: (1) equipment meeting Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998, with no known history of safety problems.

6.11 SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that SBC-13STATE denies Collocation of Collocator's equipment, citing that such equipment does not meet acceptable safety standards, SBC-13STATE will provide, within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied. In addition to this list, SBC-13 STATE also will provide an affidavit attesting that all of the SBC-13STATE equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Eligible Structure. The affidavit must set forth in detail the exact safety requirement(s) that the Collocator's equipment does not satisfy, SBC-13STATE's basis for concluding that the Collocator's equipment does not meet this safety requirement(s), and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.

6.13 In the event that Collocator submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator may not collocate the equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Collocator has already collocated equipment that is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must respond within ten (10) days of receipt of written notice from SBC-13STATE, indicating whether such equipment will be resolved, or if the Collocator will resolve the matter as part of the dispute resolution procedures of this Agreement. If the Parties do not resolve the dispute, either SBC-13STATE or Collocator may file a complaint at the applicable state commission seeking a formal resolution of the dispute. The Collocator will be responsible for the removal of all equipment and any damage that is the direct result of its collocation of such equipment, where such equipment is determined by the applicable state commission to have been improperly collocated. Where the equipment is determined by the applicable state commission to be acceptable for Virtual Collocation purposes, SBC-13 STATE may be held liable for any demonstrable damages that its refusal to collocate, or its required removal of previously-collocated equipment, has caused the Collocator.

6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Eligible Structure, or those personnel, network or facilities of others, is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Application

7.1.1 For each Eligible Structure in which Collocator desires to virtually collocate equipment, Collocator must submit a Virtual Collocation Application with the applicable Application and Project Management Fees. A copy of the Virtual Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE CLEC ONLINE Website (https://clec.sbc.com). The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.1.2 If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies.

7.2 SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 ICBs - An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA.

7.3.2 Payment of Space Preparation/Site Preparation - Prior to any obligation on SBC-13STATE to start any preparation of the Virtual Collocation space, Collocator shall pay SBC-13STATE fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any Custom Work Charge required to create or vacate any entrance facility for the Collocator. The remainder of the non-recurring charges and any Custom Work Charges are due upon completion and prior to occupancy by the Collocator.

7.3.3 Consistent with the equipment installation and interconnection completion deadlines set forth in Section 10 __ of this Appendix, the Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) days of the billing cycle.

7.4 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator's SBC-13STATE-Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until SBC-13STATE is in receipt of complete payment of the non-recurring and any Custom Work Charges identified in Section 7.3.2.

7.5 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Virtual Collocation space but before such time as SBC-13STATE has been paid the entire amounts due under this Appendix, then, in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to SBC-13STATE's non-recoverable costs, less estimated net salvage. Non-recoverable costs include: the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.6 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SBC-13STATE General Terms and Conditions (GT&C) attached.

7.7 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date on which SBC-13STATE has finished construction in accordance with the Collocator's Virtual Collocation application and the Collocator has accepted the collocation space. Collocator may not refuse to accept the collocation space if the space is completed to the exact specifications of the Collocator's collocation order; however, exceptions noted by Collocator that constitute grounds for causing payment refusal will be identified by Collocator pursuant to the terms of Section 1 I of this Appendix.

7.8 SBC-13STATE shall ensure that the Virtual Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. DELIVERY INTERVALS

8.1 The delivery interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space for purpose of Virtual Collocation. The delivery interval begins on the date on which SBC-13STATE receives an accurate and complete Virtual Collocation Application from the Collocator.

8.1.1 The Collocator must provide to SBC-13 STATE, within seven (7) days from the date of Collocator's receipt of written notification granting the application request, a confirmatory written response to begin/continue construction, along with the fifty percent (50%) payment of nonrecurring charges (unless payment was received with application). The construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided SBC-13STATE such response and payment by the twelfth (12th) day after the date on which Collocator received SBC-13STATE's written notice that its request had been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE has received the confirmatory written response from the Collocator, together with applicable fees.

8.1.2 SBC13STAT**E** will complete construction of all Active Collocation Space requests for Virtual Collocation in accordance to the following schedule:

Number of Complete and Accurate Applications by Collocator per state or region	Virtual Construction Intervals One
1 - 5	90 Days
6-10	95 Days
11-15	100 Days
16-20	105 Days

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application may be treated as a new application and will be subject to the time intervals set forth above. To complete the provisioning of a collocation arrangement, SBC-13STATE must finish construction in accordance with the requesting Collocator's application and turn functional space over to the requesting carrier within the timeframes specified above.

8.1.3 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the functional space being turned over to the Collocator. The Preliminary Point of Termination (PPOT) cable facility assignments will not be given to the Collocator by SBC-13STATE until all applicable non-recurring fees have been received, and no earlier than fourteen (14) days before the functional space turn-over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by SBC-13STATE until the delivery interval due date.

8.2 Reduced Construction Intervals for Augments - SBC-13STATE will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments.

8.2.1 The Collocator must submit a completed Virtual Collocation Application. For this Reduced Construction interval to apply, this Application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the Application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling, as well as the following:

- 168 DS1's connections; and/or
- 48 DS3's connections; and/or
- 400 Copper (shielded or nonshielded) cable pair connections - 12 fiber connections

8.2.2 Virtual Collocation Applications received with the up-front payment and meeting the criteria set forth above will not require a quote or response and the construction interval will not exceed sixty (60) calendar days. The job must be an Augment for an existing Virtual Collocation arrangement and consist only of connections listed above.

8.2.3 For Augments in which the Collocator requests power that exceeds current capacity ratings, or Augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such Augment, along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges.

8.2.4 For all other Augments, SBC-13STATE will work cooperatively with Collocator to negotiate mutually-agreeable construction intervals.

8.3 Revisions. Any revisions made to an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form.

8.3.1 When the revisions are submitted by the Collocator prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by SBC-13STATE.

8.3.1.1 A new delivery interval date may be established extending the original delivery interval due date, not to exceed two (2) months, where Collocator seeks to make major revisions. Such revisions include: adding or changing telecommunications equipment that requires additional electrical power; adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in the quote package; or accelerating the project schedule. The Collocator will be notified by SBC-13STATE if a new delivery interval is required.

8.3.1.2 Where the Collocator seeks to make Minor Revisions, a new interval is not required to be established for the virtual collocation arrangement. Minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets that do not exceed the capacity of the existing/proposed electrical system; adjustments to the heat release projection that do not cause a change in the proposed/existing mechanical system. No additional Planning Fees shall be applicable if the revision is minor.

8.3.2 If any revisions submitted by the Collocator are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, the Collocator must re-submit such revisions as an Augment on a new Virtual Collocation Application. The Augment delivery interval will start on the date on which the Augment is received by SBC-13STATE.

8.3.3 The lists set forth above are not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by SBC-13STATE to determine whether the revision is major or minor.

9. USE OF VIRTUAL COLLOCATION SPACE

9.1 A list of all of Collocator's equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application. Such list shall include: associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of the equipment intended to be collocated. Collocator's SBC-13STATE-Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of SBC-13STATE.

9.2 Where, subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to SBC-13STATE a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities, consistent with the requirements of 8.3 of this Appendix. Thereafter, consistent with its obligations under the FTA 96 and all applicable state and federal laws and regulations, SBC-13STATE may provide written consent or may condition any such consent on additional charges arising from the request, including any applicable fees, and any additional requirements, such as power and environmental requirements for the additional requested telecommunications equipment and/or facilities. Upon the execution by both SBC-13STATE and Collocator of a final list and description and receipt by SBC-13STATE of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within the list of "Collocator's Equipment."

9.3 Collocator's equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to SBC-13STATE's network, equipment, or facilities, including to the Eligible Structure, or to the network, equipment, or facilities of any person or entity located within the Eligible Structure, are strictly prohibited.

9.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over SBC-13STATE network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

9.5 In no case shall Collocator's SBC-13STATE-Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by

Collocator, provided that SBC-13STATE shall have the right to reject or modify any such request. Where requested by Collocator, SBC-13STATE will perform any such construction, and the associated cost shall be paid by Collocator in accordance with SBC-13STATE's then-standard Custom Work Charge process or ICB.

10. COLLOCATOR RESPONSIBILITIES

10.1 The Collocator will provide, at its expense, all facilities and equipment necessary to facilitate interconnection and access to SBC-13STATE UNEs, including, without limitation, the following:

10.1.1 All plug-ins and/or circuit packs (working, spare, and replacements);

10.1.2 All unique tools and test equipment;

10.1.3 All provisioning of virtually collocated equipment;

10.1.4 Any ancillary equipment and cabling used for remote monitoring alarms and control;

10.1.5 Any technical publications and updates associated with all Collocator-owned and provided equipment;

10.1.6 All training as specified in Section 10.17.

10.1.7 A storage cabinet or designated shelves for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by SBC-13STATE to maintain and repair virtually collocated equipment. The Collocator should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the Collocator's storage requirements.

10.1.8 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SBC-13STATE's Main Distribution Frame or its equivalent by Collocator's SBC-13STATE- Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 11.5 of this Appendix.

10.1.9 Reserved for future use.

10.2 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an SBC-13STATE-Approved Vendor or Manufacturer. Security escort charges will apply.

10.3 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an SBC-13STATE-Approved Vendor or Manufacturer. Security escort charges will apply

10.4 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed-upon visits to the Eligible Structure during the following timeframes:

10.4.1 Once when beginning the initial equipment installation.

10.4.2 Once during the middle of the equipment installation.

10.4.3 Once at turn-up completion of the equipment installation.

10.4.4 One (1) general visit per calendar year.

10.4.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an SBC-13STATE-Approved Vendor prior to turn-up.)

10.4.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator representatives, per security escort, may participate in any one (1) of the site visits.

Security escort charges will apply to the visits set forth above.

10.5 Collocator's SBC-13STATE-Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

10.6 The Collocator is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

10.7 When Collocator requires additional capacity, a Virtual Collocation Augment Application is required as set forth in Section 8 of this Appendix. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below:

10.7.1 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

10.7.2 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

10.7.3 Collocator will be responsible for capacity management of the equipment placed.

10.8 After the initial installation, or an Augment, SBC-13STATE shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an SBC-13STATE-Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section __ for SBC-13STATE to perform the installation, routine maintenance, or to escort the SBC-13STATE-Approved Vendor, whichever applies. If the Collocator's SBC-13STATE-Approved Vendor has a current existing Installation Agreement (IA) in a central office, security escort charges will not apply.

10.9 In circumstances where shelves are capable only of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit packs) will be added.

10.10 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by SBC-13STATE as described in Section [___].

10.11 Non-standard offered interval requests for the installation of plug-ins and/or circuit packs performed by SBC-13STATE that are less than the minimum standard requirement described in Section [___] and that involve no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate the appropriate trouble ticket, as described in Section [___] of this Appendix, for SBC-13STATE to perform the installation, and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator.

10.12 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC-13STATE property. Collocator shall provide a reasonable stock of such items (excluding unique tools and test equipment) to SBC-13STATE for purposes of replacing non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. SBC-13STATE shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage-paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by SBC-13STATE to repair and maintain Collocator's virtually collocated equipment. SBC-13STATE shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, SBC-13STATE's technician shall confirm to Collocator's representative when SBC-13STATE has used a circuit pack/plug-in or other types of replacement parts or equipment. SBC-13STATE shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact person specified by the Collocator if the discovery is made at some other time.

10.13 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit packs) or plug-in(s) between Eligible Structures will be at the Collocator's expense and its responsibility. Replacements must be delivered to the SBC-13STATE central office or SBC-13STATE location designated to use the equipment spare, within five (5) business days of notification that a spare was used or tested defective.

10.14 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator-owned property provided to SBC-13STATE for Virtual Collocation.

10.15 At the initial Method and Procedure (MOP) meeting, the Collocator will provide the following:

10.15.1 Escalation documentation.

10.15.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the SBC-13STATE CLEC ONLINE Web-Site.

10.15.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator is responsible for keeping this information current.

10.15.4 Functional contacts for the Virtual Collocation arrangements, including names, telephone numbers, and each person's responsibilities *(e.g.*, augments, trouble reports, emergency contact). Collocator is responsible for keeping this information current.

10.16 To the extent known, the Collocator can provide non-binding forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements. Non-binding forecasts are for planning purposes only and are not guaranteed to be used for provisioning space or interconnection arrangements.

10.17 SBC-13STATE will identify the training needs of SBC-13STATE personnel from the list of equipment received by the Collocator on the SBC-13STATE Virtual Application Form. The Collocator will be responsible for training SBC-13STATE personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by SBC-13STATE in the Eligible Structure; or (b) SBC-13STATE technicians assigned to the Eligible Structure already have been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by SBC-13STATE, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. SBC-13STATE will contact Collocator with the required number of SBC-13STATE personnel to be trained and the contact name for the Collocator to coordinate training schedules.

10.17.1 The Collocator will be responsible for the following:

10.17.1.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.

10.17.1.2 Pay all costs associated with lodging, transportation, employees' labor rate for time away from job, and per diem, if applicable, that is required for SBC-13STATE employee to attend training.

10.17.2 SBC-13STATE may require additional training requirements to adequately provide 7 X 24-hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. SBC-13STATE will notify the Collocator when applicable.

10.17.3 Training may be provided on-site when possible.

10.17.4 The training for which the Collocator will be responsible includes training for the following functions, to the extent such functions will be performed by SBC-13STATE on Collocator's equipment, and where such training is necessary.

10.17.4.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

10.17.4.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by SBC-13STATE.

10.17.4.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&1VI) manual.

10.17.4.4 Training when updates of technical publications or equipment information are issued.

10.17.5 SBC-13STATE will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, SBC-13STATE is responsible for employee attendance.

10.18 Collocator will provide remote, real-time network technical support, guidance and direction to SBC-13STATE for all collocated facilities and equipment using online telephone support.

10.19 Collocator is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.

10.20 Collocator's SBC-13STATE-Approved Vendor will, whenever possible, begin installation of the Collocator's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed-upon between the Parties. Collocator's SBC-13STATE-Approved Vendor must complete installation of Collocator equipment in the Virtual Collocation Space and interconnect to SBC-13STATE network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, unless the Parties mutually agree otherwise, SBC-13STATE may, upon written notice to Collocator, within a commercially reasonable time, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under the Virtual Collocation Agreement. The Parties further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, the Collocator's equipment is considered to be interconnected when it is physically connected to SBC-13STATE's network or an SBC-13STATE UNE for the purpose of Collocator providing a telecommunications service.

11. COOPERATIVE RESPONSIBILITIES

11.1 SBC-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

11.1.1 Ensuring that the Collocator's SBC-13STATE-Approved Vendor meets required safety standards as contained in TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.

11.1.2 SBC-13STATE placement of Collocator's fiber into an SBC-13STATE Eligible Structure.

11.1.3 Location and completion of all splicing.

11.1.4 Completion of installation of equipment and facilities.

11.1.5 Removal of above facilities and equipment.

11.2 This Appendix and the Virtual Collocation arrangements provided hereunder are made available subject to and in accordance with the applicable state and federal law, the other terms and conditions of the parties' agreement and, the following (to the extent the following do not conflict with the applicable law and the other terms and conditions of this Agreement, and are commercially reasonable).

11.2.1 SBC ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.

11.2.2 SBC ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section [___]. However, modifications of the Handbook cannot supersede or modify terms of this interconnection agreement, or attempt to interpret provisions of this Agreement unless first approved by the appropriate state regulatory commission.

11.2.3 SBC ILEC's standards and requirements for equipment and facility installations, and any successor documents) within SBC-13STATE central offices, as may be modified from time to time.

11.2.4 Any statutory and/or regulatory state or federal requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

11.2.5 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Website.

11.3 If the SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are modified subsequent to the effective date of this Appendix, the following shall apply:

11.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, SBC-13STATE shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such amendment is provided to Collocator by SBC-13STATE, except for those specific amendments to which Collocator objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Appendix. If neither Party invokes those procedures, the modification is deemed effective and applicable.

11.3.2 If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for SBC-13STATE (and the modification has not been included in a change to that "Statement" or this Appendix), then SBC-13STATE will provide Collocator with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Collocator's Virtual Collocation Application. Any Collocator objection to those modifications must be received by SBC-13STATE by the thirtieth (30'") day after their receipt by Collocator. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 11.3.1 shall apply.

11.3.3 Notwithstanding Sections 11.3.1 and/or 11.3.2, any modification made to address situations potentially harmful to SBC-13STATE or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. SBC-13STATE will immediately notify Collocator of any such modification.

11.4 SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Collocator (typically a SBC-13STATE manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by SBC-13STATE and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; SBC-13STATE will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SBC-13STATE cable facilities and at which space is available for new facilities in at least two of those entry points.

11.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such Collocator-provided cable to the vault.

11.4.2 SBC-13STATE will permit interconnection of copper or coaxial cable if first approved by the appropriate state or federal commission or applicable state or federal law, and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

11.5 SBC-13STATE will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent will be installed by the Collocator's SBC-13STATE-Approved Vendor. The Collocator's SBC-13STATE-Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC ILEC's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE's Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

11.6 Unless otherwise expressly agreed in writing, where the Collocator has entered into an agreement with SBC-13STATE to virtually collocate its equipment, SBC-13STATE will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, but not limited to, rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE's is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. SBC-13STATE will supply and place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

11.6.1 The Collocator's SBC-13STATE-Approved Power Installation Vendor must obtain an approved MOP from SBC-13STATE and follow the SBC-13STATE standards and requirements for installation of equipment and facilities

11.7 SBC-13STATE will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that SBC-13STATE provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

11.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or SBC13-STATE under the Custom Work Change order process or ICB, including payment requirements prior to the installation of the regeneration equipment.

11.9 Collocator and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

11.10 SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

11.11 SBC-13STATE agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state, federal or other public authority, including the furnishing of required sanitary facilities and fire protection facilities. Collocator and SBC-13STATE are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

11.12 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition to the requisite verbal notification, written notification must be provided within twenty-four (24) hours.

11.13 In the event SBC-13STATE determines it necessary for the Virtual Collocation space to be moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in SBC-13STATE's sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. In all other instances, SBC-13STATE shall be solely responsible for any reasonable preparation costs.

11.14 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE property, subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for, and will not guarantee, the condition of such equipment. The Collocator is responsible for arranging and paying for the removal of its virtually collocated equipment, including all costs associated with equipment removal, packing and shipping. Arrangements for the removal of the Collocator's virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement with SBC-13 STATE, unless a different time period is mutually agreed-upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence or willful misconduct on the part of SBC-13STATE or its contractors during the removal process. However, Collocators will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE-approved contractor to remove its virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-SBC-13STATE location, at the expense of the Collocator.

11.15 Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is responsible only for physically removing entrance cables housed in conduits or inner-ducts, where feasible, and will only be required to do so when SBC-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

11.16 Unless the Parties agree that SBC-13 STATE is responsible for removing the equipment and/or facilities of the Collocator due to the issues cited in 11.17, if a Collocator fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for Custom Work.

12. TEST AND ACCEPTANCE

12.1 Collocator and SBC-13STATE will complete an acceptance walk-through visit of the Virtual Collocator's space prior to turning the Virtual Collocation space over to the Collocator's SBC-13STATE-Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided to SBC-13 STATE in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at SBC-13STATE's expense.

12.2 Prior to powering up equipment, and after the frame connections and equipment have been installed, Collocator will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the audit that the installation is not compliant with its Virtual Collocation specifications, Collocator may schedule an additional audit after corrective work has been performed. Collocator shall be responsible for coordinating with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.

12.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, the Collocator will arrange to deliver to the SBC-13STATE Central Office, or other pre-designated location by SBC-13STATE, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their SBC-13STATE-Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.

12.4 Once the Collocator's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, SBC-13STATE will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

12.5 All installations of equipment must be in accordance with the SBC-13STATE's standards and requirements for equipment and facility installations and subject to review by an SBC-13STATE maintenance engineer for compliance. Should a SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed.

12.6 Upon successful completion of the testing as described in Section 12.4 above, SBC-13STATE shall provide Collocator with written acceptance notification no more than five (5) business days after turn-p of the virtually collocated equipment. Immediately following this notification, SBC-13STATE will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

12.7 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will order interconnection or UNEs from SBC-13STATE to connect to the equipment.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting the SBC-13STATE LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. SBC-13 STATE shall offer Virtual Collocation wherein the Collocator or the equipment vendor of its choosing maintains and repairs the virtually collocated equipment. Such maintenance and repairs shall include but are not limited to, circuit pack changes, extensive troubleshooting, the installation of software updates and routine maintenance. All such maintenance and repairs by Collocator or the equipment vendor of its choosing shall be performed while under security escort provided by SBC-13 STATE. The costs of such security escort shall be paid by Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification, pursuant to the methods and procedures for emergency notification handling delineated by both Parties with the LOC.

13.2 The labor rates applicable to the repair and maintenance of Virtual Collocation equipment and facilities are contained within the state specific Appendix Pricing that apply to SBC-13STATE central offices and SBC-13STATE CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by SBC-13STATE.

13.3 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.3.1 Notification that the purpose of the call is to establish a Virtual Collocation trouble ticket;

13.3.2 SBC-13STATE Eligible Structure's CLLI, circuit identification and/or telephone number;

13.3.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.3.4 A detailed description of the trouble;

13.3.5 The name and telephone number of the Collocator's employee who will cooperatively test with SBC-13STATE at no charge to SBC-13STATE; and

13.3.6 The type of the trouble.

13.4 When an SBC-13STATE technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the SBC-13STATE technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.5 SBC-13STATE is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by SBC-13STATE is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair SBC-13STATE owned equipment, SBC-13STATE may use this test equipment for test operations directed by the Collocator. SBC-13STATE assumes no liability for damage to Collocator's equipment caused by using SBC-13STATE test equipment. SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. SBC-13STATE is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.6 Upon mutual agreement, when service affecting reports cannot be restored and it is determined that support is necessary, the Collocator's SBC-13STATE-Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If SBC-13STATE,working with the Collocator believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for a security escort will apply in either situation.

13.7 The Collocator may request SBC-13STATE to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case-by-case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide SBC-13STATE with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.8 For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's SBC-13STATE-Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, SBC-13STATE shall perform repairs as described in Section 14 of this Appendix.

13.9 SBC-13STATE is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's Virtual Collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of SBC-13STATE personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 Where directed by Collocator, SBC-13STATE will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, SBC-13STATE agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from the Collocator to the LOC, to the time that a SBC-13STATE technician notifies the Collocator's technical support center, from the specified trouble location of the Collocator's virtually collocated equipment, that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets** - The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit packs) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets** - The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets** - The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Sections __ and ___. When installation is performed by Collocator's SBC-13STATE-Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC and security escort charges will apply, unless the Collocator's SBC-13STATE-Approved Vendor has a currently existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by SBC-13STATE shall be requested and completed on a case by case basis.

14.2 Charges to install, repair, maintain and cooperatively test Collocator's equipment will be assessed on a time and material basis.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use; or

15.1.2 The Virtual Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or SBC-13STATE opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. SBC-13STATE shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of SBC-13STATE to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when Collocator's space equipment is damaged, the Collocator may arrange a visit to inspect the condition and escort charges will apply.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary, then, notwithstanding that the collocation space may be unaffected thereby, SBC-13STATE at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator is in material breach of this Agreement, and where such material breach continues for thirty (30) days after receipt of written notice from SBC-13STATE, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation Arrangement shall terminate, without prejudice to any other remedies SBC-13STATE might have. SBC-13STATE may exercise this authority on an individual collocation space basis. SBC-13STATE may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of SBC-13STATE, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service related to the use of Collocator-provided facilities or equipment shall result in the imposition of liability upon SBC-13STATE proportionate to the damages caused by it.

17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

17.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

17.1.3 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

17.1.4 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SBC-13STATE's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

17.1.5 SBC-13STATE shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SBC-13STATE for its own act or omission hold liable any other carrier or customer providing a portion of a service.

17.1.6 When Collocator is provided service under this Appendix, SBC-13STATE shall be indemnified, defended and held harmless by Collocator against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:

17.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

17.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by SBC-13STATE in connection with facilities or equipment furnished by the customer; or

17.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

17.2 Third Parties – Collocator acknowledges and understands that SBC-13STATE may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation space, possibly including space adjacent to the Virtual Collocation space and/or with access to the outside of the Virtual Collocation space. In addition to any other applicable limitation, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any Other, except to the degree of culpability of SBC-13STATE and its employees, and regardless of whether any claimed SBC-13STATE liability arises in tort or in contract. Collocator shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF SBC-13STATE

18.1 Collocator's use of the dedicated Virtual Collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated Virtual Collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

19. NOTICES

19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.

19.2 SBC-13STATE will inform Collocator by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 SBC-13STATE will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. SBC-13STATE shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager – Collocation
1412 Main Street
311 S. Akard St., 16th Floor
Dallas, TX 75202

If to (II., IN, MI, OH, VVI)

Account Manager - Collocation
350 N. Orleans St., 5th Floor
Chicago, Illinois 60654

If to Collocator:

Either Party hereto may change its address by written notice given to the other Party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one Party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
CSC
2600 North Central Expressway
6th Floor
Richardson, Texas 75080

If t0 (II., IN, MI, OH, VVI)
Collocation Team
790 N. Milwaukee St., 3rd Floor
Milwaukee, Wisconsin 53202

If to Collocator:

20. INSURANCE

20.1 Collocator shall furnish SBC-13STATE with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. SBC-13STATE shall be named as an additional insured on general liability policy. Should any of these policies be canceled or materially changed, Collocator shall arrange for the issuing company(ies) to mail thirty (30) calendar days written notice to the certificate holder(s).

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits set forth in this Section may be increased by SBC-13STATE from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, SBC-13STATE's obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections [___] of this Appendix. Collocator shall arrange for SBC-13STATE to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator also must conform to recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Eligible Structure where the Virtual Collocation space is located.

20.7 Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

21.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. MISCELLANEOUS

22.1 Variations — In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SBC-13STATE shall control.

22.2 Joint and Several — If Collocator constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

22.3 Future Negotiations — SBC-13STATE may refuse requests for space in an Eligible structure if Collocator is in material breach of this Agreement, including, but not limited to, having any undisputed past due charges hereunder.

22.4 Severability— With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SBC-13STATE and Collocator shall be construed accordingly.

22.5 Paragraph Headings and Article Numbers — The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

22.6 Entire Agreement — This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the Parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

22.7 No Third Party Beneficiaries — Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

22.8 Construction — This Agreement shall be interpreted and governed without regard to which Party drafted this Agreement.

22.9 Multiple Originals – This Agreement may be executed in multiple copies, each of which shall be deemed an original.

22.10 Waver of Obligations

22.10.1 Whenever this Agreement requires the consent of a Party, any request for such consent shall be in writing.

22.10.2 Neither Party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Collocators.

22.11 Rights of Review with Remedies — The Parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment to ensure compliance with applicable state and federal law.

22.12 Rights Cumulative — The rights of a Party hereunder are cumulative and no exercise or enforcement by such Party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such Party is entitled to enforce.

22.13 Binding Effect — This Agreement is binding upon the Parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

22.14 Impossibility of Performance — Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b)acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, Collocator's authorized agents and contractors will comply with the Emergency Operating Procedures established by SBC-13STATE.

22.15 Survival — The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

22.16 Successors Bound — The conditions and agreements contained herein shall bind and inure to the benefit of SBC-13STATE, Collocator and their respective successors and, except as otherwise provided herein, assigns.

22.17 Reserved for future use.

22.18 Non-Exclusive Remedies — No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

22.19 Assignment — Collocator shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of SBC-13STATE which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of SBC-13STATE including subleased or shared caged Physical Collocation arrangements.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

23.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX UNEs

TABLE OF CONTENTS

APPENDIX UNEs

1. INTRODUCTION

1.1 This Appendix UNE sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish LEVEL 3 with access to unbundled network elements as specifically defined in this Appendix UNEs for the provision by LEVEL 3 of Telecommunications and other Services (Act, Sections 251, 252 and 271 and applicable state law). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

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1.25 The Prices at which SBC-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

2.1 UNEs This Agreement sets forth the terms and conditions pursuant to which SBC-13STATE will provide LEVEL 3 with access to unbundled network elements under the Act in SBC-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by LEVEL 3.

A network element, will cease to be a UNE under this Agreement if it is no longer required under Applicable Law and subject to the change of law provisions contained in the General Terms and Conditions of this Agreement.

2.1.2 Reserved for future use.

2.1.2.2 Reserved for future use.

2.1.2.3 Reserved for future use.

2.1.3 It is the Parties' intent that UNEs shall be available under this Agreement.;

2.1.4 Reserved for future use.

2.2 Reserved for future use.

2.3 Reserved for future use.

2.4 Reserved for future use.

2.5 To the extent a network element is no longer required, pursuant to 2.1.1, SBC-13STATE must first comply with all applicable state or federal transition requirements prior to discontinuing the provision or maintenance of such UNE.

i. Reserved for future use.

2.5.1 Reserved for future use.

2.5.2 Reserved for future use.

2.6 SBC-13STATE and LEVEL 3 may agree to connect LEVEL 3's facilities with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by LEVEL 3 of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).

2.7 SBC-13STATE will provide LEVEL 3 nondiscriminatory access to UNEs (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, Section 251(c)(3), and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):

2.7.1 At any technically feasible point within its network ((SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited the following: Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory , (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.3 In a manner that allows LEVEL 3 to provide any Telecommunications Service that may be offered by means of that UNE (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, Section 251(c)(3); 47 CFR § 51.307 (c));

2.7.4 In a manner that allows access to the facility or functionality of a requested UNE to be provided separately from access to other elements, and for a separate charge (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.307(d));

2.7.5 With technical information regarding SBC-13STATE's network facilities to enable LEVEL 3 to achieve access to UNEs (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.307(e));

2.7.6 Without limitations, restrictions, or requirements on requests that would impair LEVEL 3's ability to provide a Telecommunications Service in a manner it intends (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(a));

2.7.7 In a manner that allows LEVEL 3 purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(b));

2.7.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SBC-13STATE provides such elements to itself (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.313(b)).

2.7.9 Reserved for future use.

2.7.10 Except upon request of LEVEL 3, SBC-13STATE shall not separate LEVEL 3-requested UNEs that the ILEC currently combines. (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act 47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any UNEs not requested by LEVEL 3 or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC-13STATE offering(s).

2.8 As provided for herein, SBC-13STATE will permit LEVEL 3 exclusive use of an unbundled network facility for a period of time, and when LEVEL 3 is purchasing access to a feature, function, or capability of such a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(c)).

2.9 SBC-13STATE will maintain, repair, or replace UNEs (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.309(c)) as provided for in this Agreement.

2.10 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE provides itself or any subsidiary, affiliate, or other party (SBC agrees that it must discharge these duties in compliance with Applicable Law including but not limited to the following: Act, 47 CFR § 51.311(a), (b)).

2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.12 Reserved for future use.

2.13 Performance of UNEs

2.13.1 Each UNE will be provided in accordance with state performance guidelines, industry standard guidelines or based upon SBC's provisioning to its own retail and special access customers, whichever metric provides the shortest provisioning times with the highest rate of orders met.

2.13.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise subject to Applicable Law. SBC 13STATE will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with 47 CFR § 51.325.

2.13.3 SBC-13STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, SBC may not be able to provision UNEs (i.e. actually physically connect them) from such switch. Accordingly, SBC will provide LEVEL 3 at least sixty (60) days' advance notice of its intent to convert any switch and shall notify LEVEL 3 according to appropriate federal regulations including but not limited to 47 CFR §§ 51.325, 327, and 329. During the period when SBC is physically accomplishing the switch conversion, it may suspend provisioning UNEs for a period of no more than three days prior and one day after the conversion date, consistent with the minimum suspension period SBC-13STATE places or would place on itself for orders from its End Users or Access customers or orders from any SBC-13STATE affiliate.

2.13.4 Level 3 will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of SBC-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to UNEs

2.14.1 By agreeing to below, Level 3, under no conditions or circumstances agrees with or explicitly or implicitly waives its rights to object to SBC's interpretation or to assert Level 3's rights to access unbundled network elements according to Applicable Law including but not limited to previous FCC orders, including but not limited to the Third Report and Order on Local Competition, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, 15 FCC Rcd 3696 (1999) and Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. Dec. 9, 1999) or to assert any claim as to the scope and effectiveness of the DC Circuit's order or that UNE unbundling obligations are not voidable at the will of SBC, or any other violation of Applicable Law including but not limited to the federal Telecommunications Act of 1996 as amended as well as the federal Administrative Procedures Act, as amended.

2.14.2 In order to access and use UNEs, LEVEL 3 must be a Telecommunications Carrier (Section 251(c)(3), and must use the UNE(s) for the provision of a Telecommunications or other Service (Section 251(c)(3)) or as required by Applicable Law, including state law, such as, for example, where a state requires unbundling under state law, subject to the change of Law provisions contained in the General Terms and Conditions of this Agreement.

2.14.3Other conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other network elements or UNEs may or may not be applicable under Applicable Law, including but not limited to the Act, FCC rules or FCC interim rules, or where a state establishes independent grounds for requiring unbundling .

2.14.3.1 LEVEL 3 must be providing one or more Qualifying Services to either residential or business End Users using that particular UNE.

2.14.3.1.1 "Qualifying Service" is defined as a Telecommunications Service provided in direct competition with a Telecommunications Service that has been traditionally the exclusive or primary domain of an ILEC (e.g., local exchange services such as POTS and local data service, or access services such as xDSL and hi-capacity circuits including but not limited to DS-1 and DS-3 loops, and/or transport and/or loop/transport combinations).

2.14.3.1.1.1 Reserved for future use.

2.14.3.1.1.2 Once a requesting carrier has obtained access to a UNE to provide a qualifying service, as defined above, the carrier may use that UNE to provide any additional services, including non-qualifying telecommunications and information services. Accordingly, by allowing LEVEL 3 to use UNEs to provide multiple services on the condition that they are also used to provide qualifying services will permit LEVEL 3 to create a package of local, long distance, international, information, and other services tailored to the customer. This encourages facilities based competition, rather than reliance upon SBC for resale of services.

2.14.3.1.2 LEVEL 3 must be providing that Qualifying Service(s) on a "Common Carrier" basis.

2.14.3.1.2.1 Reserved for future use.

2.14.3.1.2.2 Reserved for future use.

2.14.3.2 Where LEVEL 3 combines UNEs (including a combination of UNEs with network elements possessed by LEVEL 3 or with wholesale services pursuant to Commingling, or otherwise, each as may be permitted under this Agreement or permitted according to Applicable Law), LEVEL 3 must satisfy the Qualifying Services conditions as to each UNE used in the particular combination.

2.14.3.3 Subject to Applicable Law and change of law provisions in this Agreement, satisfaction of the Qualifying Service(s) conditions is required in addition to any other eligibility criteria that must also be met.

2.14.4 By ordering, accessing or using a UNE (whether on a stand-alone basis, in combination with other UNEs with a network element possessed by LEVEL 3, or otherwise) LEVEL 3 represents that it satisfies the Qualifying Service(s) conditions as to the particular UNE, UNEs or combination of UNEs according to Applicable Law.

2.14.4.1So long as LEVEL 3 is providing a qualifying service SBC cannot in any way interfere with LEVEL 3's provision of any other service, whether qualifying or non-qualifying. In other words, once LEVEL 3 has obtained access to a UNE to provide a qualifying service, as defined above, LEVEL 3 may use that UNE to provide any additional services, including non-qualifying telecommunications and information services. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, LEVEL 3 shall fully comply with this Section 2.14 "Qualifying Services Conditions" in all cases and, further, the failure of SBC-13STATE to require such compliance, including if SBC-13STATE provides or continues to provide, access to a UNE (whether on a stand-alone basis, in combination with other UNEs with a network element possessed by LEVEL 3, or otherwise), that does not meet the Qualifying Services conditions, including those in this Section 2.14, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. Similarly, CLECs provision of certification that it is providing a "qualifying service" in no way should be construed as a waiver of its objection that any such certification is a per se violation of, *inter alia,* Sections 251(c)(3) and 201 of the Act.

2.14.5. Once a CLEC has obtained access to a UNE to provide a qualifying service, as defined above, the CLEC may use that UNE to provide any additional services, including non-qualifying telecommunications and information services. This approach to the use of the network element, which maximizes the use of a network element once an unbundling decision has been made, is most consistent with the concerns raised by the USTA court regarding the "costs" associated with unbundling in the first instance. Once the FCC or a state Commission has determined to impose "the costs associated with mandatory unbundling" upon an incumbent LEC, it would be wasteful for the network element not to be put to its maximum use.

2.14.5.1 A "Non-Qualifying Service" is a service that is not a Qualifying Service.

2.14.5.2 LEVEL 3 may not access any UNE for the sole purpose of providing a Non-Qualifying Service(s) to the extent that the service to which CLEC sought access was non-qualifying at the time CLEC requested the UNE.

2.14.6 By way of example, use of a UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by LEVEL 3, or otherwise) to provide service to LEVEL 3 or for other administrative purpose(s) does not constitute using a UNE to provide a Qualifying Service.

2.15 Pre-Existing Combinations

SBC-13STATE shall provide "Pre-existing Combinations" of UNEs as set forth below. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of UNEs."

2.15.1 "Contiguous Interconnection of UNEs" means the situation when LEVEL 3 orders all the SBC-13STATE UNEs required either

(1) to convert to a combinations of UNEs-only (which must include UNE Local Loop and ULS) an SBC-13STATE End User, another carrier's pre-existing End User served exclusively using UNEs, or LEVEL 3's or another carrier's resale End User; or

(2) if the Pre-Existing Combination includes a UNE Local Loop with ULS, to activate that Pre-Existing Combination for LEVEL 3 (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) with the only change needed being to route the operator service and directory assistance ("OS/DA") calls from the End User to be served by that Pre-Existing Combination to LEVEL 3's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-13STATE, the End User in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.15.1(2)(b) applies only to orders involving customized routing after customized routing has been established to LEVEL 3's OS/DA platform from the relevant SBC-13STATE local switch, including LEVEL 3's payment of all applicable charges to establish that routing.)

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2.16New Combinations Involving UNEs

2.16.1 Subject to the provisions hereof and upon LEVEL 3's request, SBC-13STATE shall meet its combining obligations involving UNEs pursuant to Applicable Law.

2.16.2 In no event shall SBC-13STATE deny a reasonable LEVEL 3 request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by LEVEL 3, so long as such request complies with Applicable Law. To the extent that SBC-13STATE believes it has a good faith basis for disputing such combination it shall within five (5) days of rejecting any such LEVEL 3 request, provide written notice to LEVEL 3 of such denial and the basis thereof and will send a copy of such letter to the relevant personnel of the jurisdictional state commission. Any dispute over such denial may be addressed using the dispute resolution procedures applicable to this Agreement or under the applicable procedures of the state or federal jurisdiction. In any dispute resolution proceeding, SBC-13STATE shall bear the burden of proving that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.16 of this Appendix.

2.16.3 In accordance with and subject to the provisions of this Section 2.16, including Section 2.16.3.2 and 2.16.5, the new UNE combinations set forth in the Schedule(s) –UNE Combinations attached and incorporated into this Appendix shall be made available to LEVEL 3 as specified in the specific Schedule for a particular State.

2.16.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination is a combination as defined in Section 2.15, above.

2.16.3.2 The obligation of SBC-13STATE to provide any new UNE combination involving a UNE Local Loop and/or UNE Transport is also subject to Section 2.19, including the need for submission of a certification, where required thereunder, associated with the submission of an order for a new UNE combination

2.16.3.3 Reserved for future use.

2.16.3.3.3 Reserved for future use.

2.16.3.4 . Where electronic ordering is not available, manual ordering shall be used.

2.16.3.5 For a new UNE combination listed on a Schedule –UNE Combinations, LEVEL 3 shall issue appropriate service requests. SBC 13STATE will process these requests and charge LEVEL 3 the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.16.3.6 Upon notice by SBC-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-13STATE in providing the new UNE combinations set forth in Schedule(s) –UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.5. For any such work done by SBC-13STATE under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. To the extent that SBC has developed fees for any work performed for any other CLEC, SBC will share the rates, terms and conditions of performing such work with CLEC and will offer to Level 3 the opportunity to perform such same work at the same rates, terms and conditions as it has provided for other CLECs. For any such work that is not so required to be done by SBC-13STATE, any such fee(s) shall be at a state commission approved rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.16.4 In accordance with and subject to the provisions of this Section 2.16, any request not included in Section 2.16.3 in which LEVEL 3 wants SBC-13STATE to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by LEVEL 3 (as well as requests where LEVEL 3 also wants SBC-13STATE to complete the actual combination), shall be made by LEVEL 3 in accordance with the bona fide request (BFR) process set forth in this Agreement except where SBC has already developed rates, terms and conditions for another CLEC, at which point, neither the BFR process nor the BFR rates shall apply. Moreover, SBC shall share with CLEC any and all rates terms and conditions regarding such BFRs with CLEC upon request.

2.16.4.1 In any such BFR, LEVEL 3 must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any LEVEL 3 elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an SBC-13STATE UNE and the network element(s) possessed by LEVEL 3.

2.16.4.2 In addition to any other applicable charges, LEVEL 3 shall be charged a reasonable cost-based fee for any combining work done by SBC-13STATE under Section 2.16.1. that is not already recovered in UNE rates or no fee will be charged where SBC-13STATE is otherwise required to provide such work without additional charges. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which LEVEL 3 requests SBC-13STATE to perform work not required by Section 2.16.1, LEVEL 3 shall be charged a state commission approved rate for any such work.

2.16.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 2.16 apply where each of the following is met:

2.16.5.1 it is technically feasible,

2.16.5.1.1 Where SBC13 STATE denies a request to combine elements it must prove to the state commission that the requested combination is not technically feasible.

2.16.5.2 Reserved for future use.

2.16.5.3 2.16.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC-13STATE's network2.16.5.5

2.16.6 Reserved for future use.

2.17 Conversion of Wholesale Services to UNEs

2.17.1 Upon request, SBC-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to LEVEL 3 under terms and conditions set forth in this Appendix, so long as LEVEL 3 and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the Qualifying Service requirement is one such eligibility criterion.)

2.17.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions on rates, terms and conditions that are reasonable and non-discriminatory. The Parties will comply with reasonable, mutually agreeable, and applicable Change Management guidelines.

2.17.3 Except as otherwise provided hereunder, SBC-13STATE shall not impose any termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion from a tariffed access service or group of tariffed access services to a UNE or combination of UNEs.

2.17.3.1 SBC-13STATE's may charge applicable service order charges and record change charges.

2.17.4 Reserved for future use.

2.17.5 If LEVEL 3 does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, LEVEL 3 shall not request such conversion or continue using such the UNE or UNEs that result from such conversion.

2.17.5.1 This Section 2.17.5 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC-13STATE service.

2.17.5.2 SBC-13STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.17.6 In requesting a conversion of an SBC-13STATE service, CLEC must follow the guidelines and ordering requirements provided by SBC-13STATE that are applicable to converting the particular SBC-13STATE service sought to be converted.

2.17.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC-13STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges. (By way of example, where provided for, early termination liability charges may apply upon a special access circuit being considered disconnected for billing/inventory purposes.)

2.18 Commingling

2.18.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that LEVEL 3 has obtained at wholesale from SBC-13STATE, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

2.18.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.18.1.2 Reserved for future use.

2.18.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.18.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement , SBC-13STATE shall permit LEVEL 3 to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC-13STATE to the extent required by applicable state or FCC rules and orders.

2.18.3 Reserved for future use.

2.18.4 In accordance with and subject to the provisions of this Section 2.18, any request by CLEC for SBC-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.18.4.1 In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

2.18.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC-13STATE under this Section 2.18 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by this Section 2.18.4, CLEC shall be charged a market-based rate for any such work.

2.18.5 SBC-13 STATE shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC-13STATE shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.18.6 Nothing in this Agreement shall impose any obligation on SBC-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit LEVEL 3 to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by effective FCC rules and associated effective FCC and judicial orders. The preceding includes without limitation that SBC-13STATE shall not be obligated to Commingle network elements that do not constitute UNEs under 47 U.S.C. § 251(c)(3), or that SBC is not required to make available pursuant to 47 U.S.C. § 271(including those network elements no longer required to be so unbundled as determined by final and non-appealable FCC order); or where the CLEC does not certify that the UNE requested is to be used for a qualifying service or where the EEL combination requested does not meet the FCC's EELs eligibility requirements. .

2.18.7I n the event that Commingling involves SBC-13STATE performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.16 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.18.8 Subject to this 2.18, SBC-13STATE shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.18.8.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC-13STATE; or

2.18.8.2 Shares part of SBC-13STATE's network with access services or inputs for a Non-Qualifying Service.

2.18.9 Reserved for future use.

2.19 Mandatory Eligibility Criteria for Access to Certain UNEs

2.19.1 SBC-13STATE shall provide access to UNEs and combinations of UNEs without regard to whether the LEVEL 3 seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.19.1.1 "Enhanced Extended Link" or "EEL" means a combination consisting of a UNE Local Loop(s) and a UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.19.3 of this Appendix (*e.g.*, the end of the UNE Dedicated Transport that is opposite the end connected to the UNE Local Loop, must be accessed by LEVEL 3 at such a LEVEL 3 collocation arrangement via a cross-connect).

2.19.1.2 "Commingled EEL" means a Commingled Arrangement of an EEL and one or more services obtained at wholesale (*e.g.*, switched and special access services offered pursuant to interstate tariff).

2.19.2 SBC-13STATE shall provide access to (1) a UNE DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 (or higher) transport facility or service, or a UNE DS3 loop in combination, or Commingled, with a dedicated DS3 (or higher) transport facility or service, or (2) a UNE dedicated DS1 transport facility or service in combination, or Commingled, with a UNE DS1 loop or a UNE DS1 channel termination service, or a UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a UNE DS1 loop or a DS1 channel termination service, or a UNE DS3 loop or a UNE DS3 (or higher) channel termination service (collectively, the "Included Arrangements"), so long as LEVEL 3 sends a letter to SBC-13STATE certifying that it meets the legally effective eligibility criteria with respect to the arrangement being sought. Due to the logistical issues inherent to provisioning new circuits, the ability of Level 3 to begin ordering without delay is essential.

2.19.2.1 LEVEL 3 (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local telecommunication services in that area.

2.19.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL provided however, that a requesting carrier may satisfy the numbering and 911/E911 criteria to initiate the ordering process for a new EEL circuit by certifying that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided:

2.19.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"),; and

2.19.2.2.2 Each DS1 equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.19.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

2.19.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.19.3 of this Appendix; and

2.19.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.19.4 of this Appendix; and

2.19.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, LEVEL 3 will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.19.4 of this Appendix; and

2.19.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

2.19.3 A collocation arrangement meets the requirements of Section 2.19 of this Appendix if it is:

2.19.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC-13STATE's premises within the same LATA as the End User's premises, when SBC-13STATE is not the collocator; or

2.19.3.2 Located at a LEVEL 3's or a third party's premises within the same LATA as the End User's premises, when SBC-13STATE is the collocator.

2.19.4 An interconnection trunk meets the requirements of Sections 2.19.2.2.5 and 2.19.2.2.6 of this Appendix if LEVEL 3 transmits the calling party's Local Telephone Number in connection with Circuit Switched Traffic calls exchanged over the trunk and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.19.5 For a new circuit to which Section 2.19.2 applies, LEVEL 3 may initiate the ordering process if LEVEL 3 certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.19.2.2.1 and Section 2.19.2.2.3, respectively. In such case, LEVEL 3 shall satisfy Section 2.19.2.2.1 and/or Section 2.19.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within Ninety (90) days after SBC-13STATE provisions such new circuit. LEVEL 3 must provide SBC-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such ninetieth (90^{th}) day.

2.19.5.1 Section 2.19.5 does not apply to existing circuits to which Section 2.19.2 applies, including conversions or migrations (e.g., LEVEL 3 shall not be excused from meeting the Section 2.19.2.2.1 and Section 2.19.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.19.6 LEVEL 3 must provide the certification required by Section 2.19 on a form provided by SBC-13STATE, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.19.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), LEVEL 3 shall update such certification promptly with SBC-13STATE.

2.19.7 Only to the extent allowed by Applicable Law may SBC-13STATE obtain an independent auditor to audit LEVEL 3, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.19.

2.19.7.1 The independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA),

2.19.7.2 The independent auditor's report will conclude whether LEVEL 3 complied in all material respects with this Section 2.19.

2.19.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.19.7.4 To the extent the independent auditor's report concludes that LEVEL 3 failed to comply with this Section 2.19, LEVEL 3 must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof). If CLEC fails to bring the circuit that failed the audit into compliance with the EELs eligibility requirements following thirty (30) days' advance notice, and after ninety (90) days' opportunity to cure, LEVEL 3 must then convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, LEVEL 3 shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC-13STATE. .

2.19.7.4.1 To the extent that the independent auditor's report concludes that LEVEL 3 failed to comply in all material respects with this Section 2.19, LEVEL 3 must reimburse SBC-13STATE for the cost of the independent auditor and for SBC-13STATE's costs in the same manner and using the same methodology and rates that SBC-13STATE is required to pay LEVEL 3's costs under Section 2.19.7.4.2.

2.19.7.4.2 Similarly, to the extent the independent auditor's report concludes that the requesting carrier complied in all material respects with the eligibility criteria, SBC-13STATE must reimburse the audited carrier for its costs associated with the audit as well as LEVEL 3 for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.19.7.5 LEVEL 3 will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.19.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, both Parties shall fully comply with this Section 2.19 in all cases and, further, the failure of either Party to require such compliance, such as, for example, on the part of SBC-13STATE where SBC 13-STATE provides a circuit(s), an EEL(s), a Commingled circuit, or a Commingled EEL(s) that does not meet any eligibility criteria, including those in this Section 2.19, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.20 Where processes for any UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with reasonable and applicable Change Management guidelines.

2.21 SBC-13STATE will combine UNEs, combine UNE(s) with network elements possessed by LEVEL 3, and/or Commingle only as set forth in this Appendix UNE and according to Applicable Law.

2.22 The Parties intend that this Appendix UNEs contains the terms and conditions by which LEVEL 3 will obtain UNEs from SBC-13STATE.

3.ACCESS TO UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix UNEs, SBC-13STATE shall provide Access to UNE Connection Methods under the following terms and conditions.

3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access to UNE Local Loops, UNE switch ports, and UNE Dedicated Transport and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNE Local Loops, UNE Local Circuit Switching ports, and UNE Dedicated Transport within a requested SBC-13STATE Central Office.

3.2.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

3.2.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to the CLEC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.3 The following terms and conditions apply to Methods 2 and 3 when SBC-13STATE provides access to UNEs pursuant to Sections 3.2.1. 2 and 3.2.1.3:

3.3.1 The CLEC may cancel the request at any time, but will pay SBC-13STATE's reasonable and demonstrable costs for modifying SBC-13STATE's Central Office up to the date of cancellation.

3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.3.3 CLEC shall refer trouble sectionalized in the SBC-13STATE UNE to SBC-13STATE.

3.3.4 Prior to SBC-13STATE providing access to UNEs under this Appendix, CLEC and SBC-13STATE shall provide each other with a point of contact for overall coordination.

3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs when CLEC combines or disconnects UNEs.

3.3.6 CLEC shall designate each UNE being ordered from SBC-13STATE. CLEC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the affected UNEs. This interface may be manual or mechanized.

3.3.7 SBC-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.

3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).

3.3.8.2 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

4. ADJACENT LOCATION

4.1 Consistent with Section 2.1 of this Appendix UNEs, SBC-13STATE shall provide Adjacent Location provision under the following terms and conditions.

4.2* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which SBC CALIFORNIA offers the Adjacent Location Method.

4.3* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a SBC CALIFORNIA Central Office as identified by SBC CALIFORNIA. Under this method SBC CALIFORNIA UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications

Service.

4.4* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the SBC CALIFORNIA Central Office. The CLEC shall provide enough slack for SBC CALIFORNIA to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.5* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.6* The following terms and conditions apply when SBC CALIFORNIA provides the adjacent location:

4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.7* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.8* The CLEC will provide the excess cable length necessary to reach the SBC CALIFORNIA IDF in the SBC CALIFORNIA Central Office where CLEC requests connection.

4.9* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.

4.10* The CLEC should refer any sectionalized trouble determined to be in SBC CALIFORNIA's facilities to SBC CALIFORNIA.

4.11* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to SBC CALIFORNIA (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

4.12* In order for SBC CALIFORNIA to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. SBC CALIFORNIA will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

4.13* The CLEC will retain all assignment control. SBC CALIFORNIA will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the SBC CALIFORNIA frame.

4.14* The CLEC will pay Time and Materials charges when SBC CALIFORNIA dispatches personnel and failure is in the CLEC's facility.

4.15* SBC CALIFORNIA will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. SBC CALIFORNIA limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

4.16* Prior to SBC CALIFORNIA providing the Adjacent Location Method in this Appendix, the CLEC and SBC CALIFORNIA shall provide each other with a single point of contact for overall coordination.

4.17* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

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6. BONA FIDE REQUEST

6.1 Subject to Section 2, SBC-13STATE shall process BFR requests under the following terms and conditions in this subsection.

6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the SBC-10STATE and SBC NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the SBC CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the SBC CALIFORNIA Territory. If LEVEL 3 submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by SBC-13STATE.

6.3 Item I SBC-10STATE, SBC NEVADA Bona Fide Request Process

6.3.1 A Bona Fide Request ("BFR") is the process by which LEVEL 3 may request SBC-10STATE, SBC NEVADA to provide LEVEL 3 access to a previously, undefined UNE, UNE Combination and/or Commingling requests that constitute or involve a UNE required to be provided by SBC-10STATE, SBC NEVADA but is not made available to other carriers to the extent that it is not currently used by SBC in the provision of services to its CLEC customers

6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the LEVEL 3 Handbook. Included with the Application LEVEL 3 shall provide a technical description of each requested UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

6.3.4 LEVEL 3 is only responsible for the reasonable costs incurred by SBC-10STATE, SBC NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, LEVEL 3 has two options to compensate SBC-10STATE, SBC NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:

6.3.4.1 Include with its BFR Application Form a $2,000 deposit to cover SBC-10STATE, SBC NEVADA's preliminary evaluation costs, in which case SBC-10STATE, SBC NEVADA shall not charge LEVEL 3 in excess of $2,000 to complete the Preliminary Analysis; or

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* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6.3.4.2 Not make the $2,000 deposit, in which case LEVEL 3 shall be responsible for all preliminary evaluation costs incurred by SBC-10STATE, SBC NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

6.3.5 If LEVEL 3 submits a $ 2,000 deposit with its BFR, and SBC-10STATE, SBC NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-10STATE, SBC NEVADA will return the $2,000 deposit to LEVEL 3. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of LEVEL 3, either be refunded or credited toward additional developmental costs authorized by LEVEL 3.

6.3.6 Upon written notice, LEVEL 3 may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by LEVEL 3, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the LEVEL 3, either returned to LEVEL 3 or credited toward additional developmental costs authorized by LEVEL 3.

6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC NEVADA will acknowledge receipt of the BFR and in such acknowledgment advice LEVEL 3 of the need for any further information needed to process the Request. LEVEL 3 acknowledges that the time intervals set forth in this Appendix begins once SBC-10STATE, SBC NEVADA has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to LEVEL 3 a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to LEVEL 3 or (ii) advise LEVEL 3 that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not for a UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.

6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, LEVEL 3 may, at its discretion, provide written authorization for SBC-10STATE, SBC NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. LEVEL 3's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of LEVEL 3's receipt of the

Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and LEVEL 3 will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by LEVEL 3 for SBC-10STATE, SBC NEVADA to proceed with a Request received after the thirty (30) calendar day window will require LEVEL 3 to submit a new BFR.

6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to LEVEL 3 a BFR Quote.

6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, LEVEL 3 must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If SBC-10STATE, SBC NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. LEVEL 3 shall be responsible to reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by LEVEL 3).

6.3.12 Unless LEVEL 3 agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4* Item II SBC CONNECTICUT Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to SBC CONNECTICUT, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A LEVEL 3 may submit a BFR to request new UNEs, provided the request is not covered by one of the following conditions:

6.4.2.1 The UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the LEVEL 3's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

6.4.2.2 The UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The UNEs requested are not included in a Telco tariffed offering as an existing

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, SBC CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for SBC CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SBC CONNECTICUT after SBC CONNECTICUT submits its Preliminary Analysis to LEVEL 3 but before LEVEL 3's request for the BFR Quote. Cancellation charges will apply after LEVEL 3 submits its request for SBC CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to LEVEL 3. LEVEL 3 shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SBC CONNECTICUT receives the written notice of cancellation from LEVEL 3. However, if SBC CONNECTICUT receives notification from LEVEL 3 for cancellation of the BFR after receipt by LEVEL 3 of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SBC CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: SBC CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgment advise LEVEL 3 of the need for any further information needed to process the Request. LEVEL 3 acknowledges that the time intervals set forth in this Appendix begin once SBC CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 SBC CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For SBC CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

SBC CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to SBC CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which LEVEL 3 may request SBC CALIFORNIA to provide LEVEL 3 access to an additional or new, undefined UNE.

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* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6 5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by SBC CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of LEVEL 3's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC CALIFORNIA will provide to LEVEL 3 a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that SBC CALIFORNIA will offer the request. The Preliminary Analysis provided by SBC CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. SBC CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. LEVEL 3 acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

6.5.6 If the BFR is denied, SBC CALIFORNIA will notify LEVEL 3 within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, interconnection or other arrangement required by law.

6.5.7 If SBC CALIFORNIA refers LEVEL 3 to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for LEVEL 3 to submit the application for the alternate process.

7.NETWORK INTERFACE DEVICE

7.1 Subject to Section 2 of this Appendix UNE, SBC-13STATE shall provide UNE Network Interface Device under the following terms and conditions in this subsection.

7.2 The UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the UNE NID on an unbundled basis to LEVEL 3 for the provision of a Telecommunications Service. LEVEL 3 access to the UNE NID is offered as specified below (SBC-12STATE) or by tariff (SBC CONNECTICUT).

7.2.1 There are at least three types of NIDS:

7.2.1.1 stand alone unbundled NID;

7.2.1.2 access to the NID functionality as a component of an unbundled end-to-end loop or a subloop and

7.2.1.2.1 In this case the SBC13-State will not impose a separate charge for the NID functionality as it is included in the unbundled loop or subloop charge.

7.2.1.3 access to the NID to utilize the inside wire subloop.

7.2.1.3.1 Similarly, in network configurations where the NID does not coincide with the termination point of the incumbent LEC's network at a multiunit premises, i.e., the demarcation point, and a portion of the loop extends beyond the NID, a competitor accessing the NID for the purpose of connecting to the incumbent LEC's inside wire subloop is entitled to the NID functionality as part of the inside wire subloop.

7.3 SBC-12STATE will permit LEVEL 3 to connect its local loop facilities to End Users' premises wiring through SBC-12STATE's UNE NID, or at any other technically feasible point.

7.4 LEVEL 3 may connect to the End User's premises wiring through the SBC-12STATE UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the UNE NID required by LEVEL 3 will be performed by SBC-12STATE based on Time and Material charges. SBC-12STATE, at the request of LEVEL 3, will disconnect the SBC-12STATE local loop from the UNE NID, at charges reflected in the state specific Appendix Pricing.

7.5 With respect to multiple dwelling units or multiple-unit business premises, LEVEL 3 will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-12STATE's UNE NID where necessary.

7.6 The SBC-12STATE NIDs that LEVEL 3 uses under this Appendix will be existing NIDs installed by SBC-12STATE to serve its End Users.

7.7 LEVEL 3 shall not attach to or disconnect SBC-12STATE's ground. LEVEL 3 shall not cut or disconnect SBC-12STATE's loop from the UNE NID and/or its protector. LEVEL 3 shall not cut any other leads in the UNE NID.

7.8 LEVEL 3, who has constructed its own NID at a premises and needs only to make contact with SBC-12STATE's UNE NID, can disconnect the End User's wiring from SBC-12STATE's UNE NID and reconnect it to the LEVEL 3's NID.

7.9 If LEVEL 3 requests any additional type of access to the UNE NID not specifically referenced above, SBC-12STATE will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.

8. LOCAL LOOP

8.1 Subject to the other terms and conditions of this Appendix, SBC-13STATE shall provide Local Loop under the following terms and conditions in this subsection.

8.2 A Local Loop is a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. SBC-13STATE will make available the UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC-13STATE shall not be obligated to provision any of the UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The UNE Local

Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and LEVEL 3 requested line conditioning (subject to applicable charges in Appendix Pricing). The UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [*e.g.*, DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at LEVEL 3 request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), DS1, DS3, and dark fiber, where such loops are deployed in SBC-13STATE wire centers. LEVEL 3 agrees to operate each UNE Local Loop type within applicable technical standards and parameters.

8.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that the UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the LEVEL 3's End User.

8.3 The following types of Local Loop will be provided at the rates, terms, and conditions set forth in this Appendix (SBC-12STATE) or by tariff (SBC CONNECTICUT) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC CONNECTICUT):

8.3.1 INTENTIONALLY OMITTED.

8.3.1.2 INTENTIONALLY OMITTED.

8.3.2 INTENTIONALLY OMITTED.

8.3.2.1 INTENTIONALLY OMITTED.

8.3.3 INTENTIONALLY OMITTED.

8.3.3.1 INTENTIONALLY OMITTED.

8.3.4 4-Wire Digital UNE Local Loop

8.3.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

8.3.5 DS3 Digital UNE Local Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

8.3.5.2 DS3 UNE Local Loop "Caps"

8.3.5.2.1 SBC-13STATE is not obligated to provide to CLEC more than two (2) DS3 UNE Local Loops per requesting carrier to any single End User premise location; accordingly, SBC-13STATE may reject CLEC orders for DS3 UNE Local Loops once CLEC has already obtained two of these types of loops at the same End User premise location. Further, even if SBC-13STATE accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of DS3 UNE Local Loops at the same End User premises location. At SBC-13STATE's option it may accept the order, but convert any DS3 UNE Local Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Local Loop(s) as of the date of provisioning.

8.4 xDSL Subloop is as defined in the Post-Triennial Review xDSL Loops Appendix and will be available to LEVEL 3 in the SBC-12STATE states in those instances where LEVEL 3 has an approved and effective Post-Triennial Review xDSL Loops Appendix as a part of this Agreement. In addition to the provisions set forth in the Post-Triennial Review xDSL Loops Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the Post-Triennial Review xDSL Loops Appendix as to the xDSL Subloop and the subloop provisions set forth in this Appendix, the subloop provisions set forth in this Appendix shall control.

8.5 Routine Network Modifications –UNE Local Loops

8.5.1 SBC 13STATE shall make routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC 13STATE shall perform routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that SBC-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a loop to activate such loop for its own customers. Routine network modifications include adding types of electronics that ILECs ordinarily attach to a loop for a customer requiring a DS1 loop, even if such electronics are not attached to a particular loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.3 The Commission's pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges. Costs associated with these modifications often are reflected in the recurring rates that competitive LECs pay for loops. Specifically, equipment costs associated with modifications may be reflected in the carrier's investment in the network element, and labor costs associated with modifications may be recovered as part of the expense associated with that investment (e.g., through application of annual charge factors (ACFs)). The Commission's rules make clear that there may not be any double recovery of these costs (i.e., if costs are recovered through recurring charges, the incumbent LEC may not also recover these costs through a NRC). The relevant jurisdictional state commission, therefore, must decide in the first instance whether a particular cost should be recovered from a competitive LEC through a recurring charge, a non-recurring charge, or not at all, in accordance with the principles identified above. A state commission could decide, for example, that loop conditioning costs should be recovered through a NRC only in extraordinary situations, such as removing load coils on loops that exceed 18,000 feet in length, and that any other conditioning costs should be recovered in recurring charges just like other loop maintenance costs.

8.6 UNE DS1 and DS3 Local Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.19 of this Appendix.

9. SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide UNE Subloops under the following terms and conditions in this subsection.

9.2 SBC-12STATE will provide UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, SBC CONNECTICUT does not offer UNE Subloops under this Agreement. Rather, UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A UNE Subloop is a smaller included segment of SBC-12STATE's local loop plant, i.e., a portion of the loop from some technically accessible terminal beyond SBC-12STATE's central office and the network demarcation point, including that portion of the loop, if any, which SBC-12STATE's owns and controls inside the End User premises.

9.3 Definitions pertaining to the Subloop

9 3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

9.3.4 "Digital Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps Subloop transport.

9 3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

9.3.6 "MTE" for the purpose of Term To NID Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

9.3.8 "SAI/FDI-to-Term Subloop" is that portion of the loop from the SAI/FDI to an accessible terminal.

9 3.9 "SAI/FDI-to-NID Subloop" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

9.3.10 SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, SBC-12STATE will construct a SPOI only to those multiunit premises where SBC-12STATE has distribution facilities to the premises and SBC-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If SBC-12STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. SBC-12STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI.

9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

9.3.12 "Term-to-NID UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Subloop includes use of the Network Terminating Wire (NTW).

9.4 SBC-12STATE will offer the following Subloop types:

9.4.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.5 Left Blank Intentionally.

9.6 Subloops are provided "as is" unless LEVEL 3 requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Subloop has been disconnected and thus an end-user is no longer receiving service via that Subloop, and such Subloop has been determined to be a non-defective pair, then that Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Subloops

9.8.1 Access to terminals for copper Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 LEVEL 3 may request access to the following copper Subloop segments:

	FROM:	TO:
1.	Serving Area Interface or Feeder Distribution Interface	Terminal
2.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3.	Terminal	Network Interface Device
4.	NID Stand Alone	
5.*	SPOI (Single Point of Interface)	Stand Alone

∗ Provided using the BFR Process. In addition, if a LEVEL 3 requests an Interconnection Point which has not been identified, the LEVEL 3 will need to submit a BFR.

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Subloop circuit(s).

9.10.2 Spare Subloop(s) will be assigned to LEVEL 3 only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Subloop from the SBC-12STATE switch/testing equipment will be lost.

9 11.2 LEVEL 3 shall isolate trouble to the SBC-12STATE Subloop portion of the LEVEL 3's service before reporting trouble to SBC-12STATE.

9.11.3 SBC-12STATE shall charge the LEVEL 3 a Maintenance of Service Charge (MSC) when LEVEL 3 dispatches SBC-12STATE on a trouble report and the fault is determined to be in the LEVEL 3's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, the LEVEL 3 may place a LSR for Subloops at this location. Prices at which SBC-12STATE agrees to provide LEVEL 3 with Subloops are contained in the state specific Appendix Pricing.

9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where LEVEL 3 has a SAA, SBC-12STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the LEVEL 3 cabling require replacement, SBC-12STATE will provide prompt notification to LEVEL 3 for LEVEL 3 to provide the replacement cable to be terminated as necessary.

9.12 Subloop Access Arrangements

9.12.1 Prior to ordering Subloop facilities, LEVEL 3 will establish Collocation using the

Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC-12STATE Subloop network.

9.12.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The LEVEL 3 will initiate an SCA by submitting a Subloop Access Arrangement Application.

9 12.3 Upon receipt of a complete and correct application, SBC-12STATE will provide to LEVEL 3 within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When LEVEL 3 submits a request to provide a written estimate for Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

9.12.4 The assignment of Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Subloop facilities.

9.12.5 Subloop inquiries do not serve to reserve Subloops.

9.12.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

9.12.7 LEVEL 3 will be responsible for obtaining rights of way from owners of property where SBC-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.12.8 Prior to submitting the Subloop Access Arrangement Application for SCA, the LEVEL 3 should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both LEVEL 3 and ILEC to successfully implement Subloops, should collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Subloop Access Arrangement shall be completed within 90 days of LEVEL 3 submitting to SBC-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC-12STATE will not begin any construction under the SCA until the LEVEL 3 has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event LEVEL 3 disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, SBC-12STATE will proceed with construction of the SAA upon receipt from LEVEL 3 of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by LEVEL 3 upon completion of the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.12.10 Upon completion of the construction activity, the LEVEL 3 will be allowed to test the installation with a SBC-12STATE technician. If the LEVEL 3 desires test access to the SAA, the LEVEL 3 should place its own test point in its cable prior to cable entry into SBC-12STATE’s interconnection point.

9.12.11 A non-binding LEVEL 3 forecast shall be required as a part of the request for SAA, identifying the Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than the LEVEL 3 expects to use.

9.12.12 In order to maximize the availability of terminations for all LEVEL 3s, the LEVEL 3 shall provide CFA for their Subloop pairs utilizing the same 25-pair binder group. The LEVEL 3 would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.12.13 Unused LEVEL 3 terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at LEVEL 3 expense.

9.12.14 In the event a LEVEL 3 elects to discontinue use of an existing SAA, or abandons such arrangement, LEVEL 3 shall pay SBC-12STATE for removal of their facilities from the SAA.

9 .13 Subloop Access Arrangement (SAA) Access Points

9.13.1 SAI/FDI, ECS, SPOI, or Terminal

9.13.1.1 LEVEL 3 cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. LEVEL 3's Aerial cables should be aircore.

9.13.1.2 The LEVEL 3 may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.

9.13.1.3 The LEVEL 3 may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC-12STATE will stub out a cable from the SAI/FDI or Terminal, which SBC-12STATE will splice to the LEVEL 3 cable at the meet point.

9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

9 13.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase capacity of the SAI/FDI by the method of its choice, for which the LEVEL 3 will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the LEVEL 3 to terminate its cable at the SAI/FDI.

9.13.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the LEVEL 3 facilities for which the LEVEL 3 will be charged.

9.14Relocation of Existing ILEC/LEVEL 3 Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9 14.1 SBC-12STATE shall notify LEVEL 3 of pending relocation as soon as SBC-12STATE receives such notice.

9 14.2 LEVEL 3 shall notify SBC-12STATE of its intentions to remain, or not, in the SAA by way of a new UNE Subloop Access Arrangement Application for a new SCA.

9 14.3 SBC-12STATE shall then provide the LEVEL 3 an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the LEVEL 3 and SBC-12STATE engineer.

9.14.4 LEVEL 3 shall notify SBC-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC-12STATE's estimate.

9.14.5 Upon acceptance of the SBC-12STATE estimate, LEVEL 3 shall pay at least 50% of the relocation costs at the same time as they notify SBC-12STATE of their acceptance of estimate costs.

9.14.6 Should LEVEL 3 decide not to continue the SAA, LEVEL 3 will notify SBC-12STATE as to the date that SBC-12STATE may remove LEVEL 3's facilities from that SAA. LEVEL 3 will pay SBC-12STATE for all costs associated with the removal of the LEVEL 3's SAA.

9.14.7 In the event that LEVEL 3 does not respond to SBC-12STATE in time to have their facilities relocated, SBC-12STATE shall move LEVEL 3 facilities and submit a bill for payment to the LEVEL 3 for the costs associated with the relocation. Should LEVEL 3 elect not pay this bill, then LEVEL 3 facilities will be removed from the site upon 30 days notice to the LEVEL 3.

9.15Establishment of Intermediary Box for LEVEL 3 Access to Term to NID MTE Subloop Segment

9.15.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where LEVEL 3 wishes to access/lease SBC-12STATE Term to NID Subloop segments in order to serve its End Users at MTEs in SBC-12STATE ("Term to NID MTE Subloop Segments"), LEVEL 3 may place, own and manage, for its own use, an intermediary box, which would provide LEVEL 3 with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC-12STATE within the intermediary box (in order to obtain access to SBC-12STATE Term to NID MTE Subloop Segments). In the event LEVEL 3 wishes to access SBC-12STATE Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 LEVEL 3 would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. LEVEL 3 may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other LEVEL 3s. Intermediary box shall be placed no more than two feet from the SBC terminal.

9.15.1.2 The intermediary box shall contain blocks that meet SBC-12STATE's published industry standards for the placement of services and facilities and should be labeled with LEVEL 3's ACNA to enable the SBC-12STATE technician the ability to run jumper/cross connect from SBC-12STATE terminal to the intermediary box.

9.15.1.3 LEC agrees that the SBC-12STATE technician shall run the jumper/cross-connect from SBC-12STATE's serving terminal to LEVEL 3's intermediary box, in order for LEVEL 3 to access SBC-12STATE Term to NID MTE UNE Subloop Segments in SBC-12STATE. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the LEVEL 3's intermediary box.

9.15.1.4 LEVEL 3 must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC-12STATE.

9.15.1.5 Following LEVEL 3's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC-12STATE associated with the intermediary box, LEVEL 3 would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the End User's service from SBC-12STATE to LEVEL 3, providing SBC-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to SBC-12STATE by LEVEL 3 via a Local Service Request ("LSR").

9.15.1.7 SBC-12STATE will upon receipt of the LSR from LEVEL 3 for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the LEVEL 3 on the LSR, from the SBC-12STATE terminal to the LEVEL 3 intermediary box. SBC-12STATE must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for LEVEL 3 access to Term to NID MTE Subloop Segments in SBC-12STATE only, LEVEL 3 may elect to lease from SBC-12STATE Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment." In the event LEVEL 3 wishes to lease the Term to NID MTE Subloop Segment from SBC-12STATE in lieu of SBC-12STATE's standard Term to NID Subloop segment addressed in this 9.15.2, LEVEL 3 understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

9.16Establishment of Term to NID MTE Subloop Segment When no Intermediary Box is installed

9.16.1 In those instances where LEVEL 3 elects not to install an intermediary box or to have SBC-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the LEVEL 3 may still lease from SBC-12STATE Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment". In the event LEVEL 3 wishes to lease the Term to NID MTE Subloop Segment from SBC-12STATE in lieu of SBC-12STATE's standard Term to NID Subloop segment addressed in Section 9.15.2

above, LEVEL 3 understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC-12STATE will provide LEVEL 3 with access to the Term To NID MTE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at SBC-12STATE's terminal. The cross connect would then be terminated by the LEVEL 3 technician in the LEVEL 3 terminal, at a time of LEVEL 3's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the LEVEL 3's terminal.

9.16.2 If LEVEL 3 elects this option to obtain access to the Term To NID Subloop in an MTE Environment, neither the SBC-12STATE SAA process nor the intermediary box option would be required. Because the LEVEL 3 would have full responsibility for terminating the SBC-12STATE cross- connect, SBC-12STATE could not require any CFA information from LEVEL 3.

10. ENGINEERING CONTROLLED SPLICE (ECS)

10.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10 .2 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, SBC-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC-12STATE, for LEVEL 3s to gain access to Subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

10 3 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10 3.1 LEVEL 3 requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that SBC-12STATE will construct any Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If SBC-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, LEVEL 3 will not be liable for such extra costs.

10.3.2 LEVEL 3 shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC-12STATE places more pairs at the splice.

10.3.3 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC-12STATE will construct the engineering controlled splice, the ECS maybe owned by SBC-12STATE or the LEVEL 3 (depending on the specific arrangement) at the option of SBC-12STATE.

10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

10.3.5 SBC-12STATE may require a separate SCA for each remote terminal site.

10 3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Subloop is to be provisioned by SBC-12STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. SBC-12STATE will not begin any construction of the ECS until the LEVEL 3 has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event LEVEL 3 disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC-12STATE will proceed with construction of the ECS upon receipt from LEVEL 3 of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by LEVEL 3 upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

10.4 LEVEL 3s will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 LEVEL 3 may request SBC-12STATE splice the existing cabling between the ECS and the SAI to the LEVEL 3's SAA facility. This facility will be "dedicated" to the LEVEL 3 for subsequent Subloop orders.

10.4.1.2 LEVEL 3 must designate the quantity of Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 LEVEL 3s will compensate SBC-12STATE for each of the dedicated Subloop facilities, based on recurring Subloop charges, for the quantity of Subloops dedicated to the LEVEL 3 between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 LEVEL 3 may request SBC-12STATE build an ECS cross-connect junction on which to terminate LEVEL 3's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-12STATE cabling.

10.4.2.3 LEVEL 3 must designate the quantity of Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 LEVEL 3s will compensate SBC-12STATE for the charges incurred by SBC-12STATE derived from the LEVEL 3's request for the SCA.

10.5The introduction of an ECS creates the following additional copper Subloop segments:

	FROM:	TO:
1.	RT	Serving Area Interface or Feeder Distribution Interface
2.	RT	Terminal
3.	RT	NID

11. LEVEL 3 AND SBC AGREE TO REMOVE LOCAL SWITCHING PROVISIONS.

12. LEVEL 3 AND SBC AGREE TO REMOVE UNE SHARED TRANSPORT (UST)

13. UNE DEDICATED TRANSPORT

13.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Dedicated Transport under the following terms and conditions.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as SBC-12STATE interoffice transmission facilities connecting SBC-12STATE switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between the SBC-12STATE network and the LEVEL 3 network or the location of LEVEL 3 equipment.

13.2.2 A "route" is defined as a transmission path between one of SBC-12STATE's wire centers or switches and another of SBC-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 SBC-12STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.

13.3.1 Dedicated Transport: UNE Dedicated Transport ("UDT") will be provided over routes that are not or have not been declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order .

13. 3.2 Other than as specifically set forth elsewhere in this Agreement, SBC CONNECTICUT does not offer UDT under this Agreement. Rather, UDT is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 SBC-12STATE will provide UDT to a requesting LEVEL 3 only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps),

13.3.4 UDT includes the following elements:

13.3.4.1 a circuit between two SBC-12STATE switches or Wire Centers within SBC-12STATE's network within the LATA.

13.3.4.2 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade..

13.3.4.3 Other Optional features are outlined in Appendix Pricing.

13.3.5 UDT "CAPS"

13.3.5.1 LEVEL 3 may obtain a maximum of 12 unbundled dedicated DS3 circuits for any single route for which SBC-12STATE dedicated DS3 transport is available as unbundled transport.[47 CFR 51.319(e)(2)(iii)] Accordingly, SBC-12STATE may reject LEVEL 3 orders for UDT DS3 circuits once LEVEL 3 has reached this capacity. SBC13-State will provide notice to the CLEC when CLEC reaches 10 DS-3s on any route..

13.4 Diversity

13.4.1 When requested by LEVEL 3, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of LEVEL 3 request, Physical diversity shall be provided for UDT. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 SBC-12STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the LEVEL 3 shall be subject to additional charges. When additional costs are incurred by SBC-12STATE for LEVEL 3 specific diversity. SBC-12STATE will advise LEVEL 3 of the applicable additional charges. SBC-12STATE will not process the request for diversity until LEVEL 3 accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until LEVEL 3 accepts the additional charges.

13.5 Routine Network Modifications – UDT

13.5.1 SBC-13STATE shall make routine network modifications to UDT facilities used by requesting telecommunications carriers where the requested UDT facilities have already been constructed. SBC-13STATE shall perform routine network modifications to UDT facilities in a nondiscriminatory fashion, without regard to whether the UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.5.2 A routine network modification is an activity that SBC-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications include adding types of electronics that ILECs ordinarily attach to a loop for a customer requiring a DS1 loop, even if such electronics are not attached to a particular loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

13.5.3 The Commission's pricing rules provide incumbent LECs with the opportunity to recover the cost of the routine network modifications. State commissions have discretion as to whether these costs should be recovered through non-recurring charges or recurring charges. Costs associated with these modifications often are reflected in the recurring rates that competitive LECs pay for loops. Specifically, equipment costs associated with modifications may be reflected in the carrier's investment in the network element, and labor costs associated with modifications may be recovered as part of the expense associated with that investment (e.g., through application of annual charge factors (ACFs)). The Commission's rules make clear that there may not be any double recovery of these costs (i.e., if costs are recovered through recurring charges, the incumbent LEC may not also recover these costs through a NRC). The relevant jurisdictional state commission, therefore, must decide in the first instance whether a particular cost should be recovered from a competitive LEC through a recurring charge, a non-recurring charge, or not at all, in accordance with the principles identified above. A state commission could decide, for example, that loop conditioning costs should be recovered through a NRC only in extraordinary situations, such as removing load coils on loops that exceed 18,000 feet in length, and that any other conditioning costs should be recovered in recurring charges just like other loop maintenance costs.

14. DEDICATED TRANSPORT AND LOOP DARK FIBER

14.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide UNE dedicated transport dark fiber and loop dark fiber under the following terms and conditions in this subsection.

14.2 In SBC-12STATE, UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is deployed, unlit optical fiber within the incumbent LEC's network. Dark fiber loop is fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying communications services. UNE Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, SBC CONNECTICUT does not offer dedicated transport dark fiber or loop dark fiber under this Agreement; rather, UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is available to LEVEL 3s as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3Dedicated Transport Dark Fiber

14.3.1 At UNE Dedicated Transport Dark Fiber segments in routes that have not been declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order SBC-12STATE will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. UNE Dedicated Transport Dark Fiber is defined as SBC-12STATE dark fiber interoffice transmission facilities dedicated to a particular LEVEL 3 that are within SBC-12STATE's network, connecting SBC-12STATE switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC-12STATE network and the LEVEL 3 network or the location of LEVEL 3 equipment. SBC-12STATE will offer UNE Dedicated Transport Dark Fiber to LEVEL 3 when LEVEL 3 has collocation space or leases collocation or optronics from a third party carrier or terminates to another carrier in each SBC-12STATE CO where the requested dark fiber(s) terminate.

14.4Loop Dark Fiber

14.4.1 At UNE Loop Dark Fiber segments in locations where Loop Dark Fiber has not been declared competitive by the relevant jurisdictional state public utility commission by final and non-appealable order , SBC-12STATE will provide a UNE Loop Dark Fiber segment that is considered "spare" as defined in Sections 14 .6 and 14 .7 below. UNE Loop Dark Fiber is a dedicated transmission facility between a distribution frame (or its equivalent) in a SBC-12STATE Central Office and the loop demarcation point at an End User premise. SBC-12STATE will offer Loop Dark Fiber to LEVEL 3 when LEVEL 3 has collocation space or leases collocation or optronics from a third party carrier or terminates to another carrier in the SBC-12STATE CO where the requested dark fiber terminates.

14.4.2 By tariff (SBC CONNECTICUT)

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be provided as is. No conditioning will be offered. Spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. LEVEL 3 will not obtain any more than 25% of the spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 SBC-12STATE will inventory UNE Dedicated Transport Dark Fiber and Loop Dark Fibers. Spare UNE Dedicated Transport Dark Fiber and Loop Dark Fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares
14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares
14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares
14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare UNE Dedicated Transport Dark Fiber and Loop Dark Fibers that would otherwise be available.

14.6.1.3 SBC-12STATE growth fibers. Fibers documented as reserved by SBC-12STATE for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate SBC-12STATE engineering organization will maintain records on each fiber optic cable for which LEVEL 3s request UNE Dedicated Transport Dark Fiber and Loop Dark Fiber.

14.7 Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.7.1 The minimum number of UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands that LEVEL 3 can order is one, and UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands must be ordered on a strand-by-strand basis. The maximum number of UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands that LEVEL 3 can order is no greater than 25% of the spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in the segment requested. Should spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber fall below 8 strands in a given location, SBC-12STATE will provide no more than a quantity of 2 strands. (See definition of spare set forth in Sections 14.6 and 14.6 above.)

14.7.2 If LEVEL 3 wishes to request UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, it must submit a dark fiber facility inquiry, providing LEVEL 3's specific point to point (A to Z) dark fiber requirements. When LEVEL 3 submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is available, as determined under this Agreement, SBC-12STATE will notify LEVEL 3 and LEVEL 3 may place an Access Service Request (ASR) for the UNE Dedicated Transport Dark Fiber and Loop Dark Fiber.

14.7.3 UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be assigned to LEVEL 3 only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve UNE Dedicated Transport Dark Fiber or Loop Dark Fiber. When LEVEL 3 submits the ASR, the ASR will be processed and the UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.8.1 Reserved for future use.

14.8.2 Should LEVEL 3 not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC-12STATE provided the fiber(s), SBC-12STATE may revoke LEVEL 3's access to the UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to SBC-12STATE inventory.

14.8.3 SBC-12STATE may reclaim from the LEVEL 3 the right to use UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is being utilized by LEVEL 3, upon twelve (12) months written notice to the LEVEL 3. SBC-12STATE will provide an alternative facility for the LEVEL 3 with the same bandwidth the LEVEL 3 was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to the LEVEL 3 that the UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.9.1 The demarcation point for UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices and End User premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. LEVEL 3 access is provided via collocation.

14.10 Installation and Maintenance for UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.10.1 SBC-12STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. LEVEL 3 will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the LEVEL 3 or End User equipment.

14.11 Routine Network Modifications – Dedicated Transport and Loop Dark Fiber

14.11.1 SBC-12STATE shall make routine network modifications to UNE Dedicated Transport

Dark Fiber and Loop Dark Fiber facilities used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities have already been constructed. SBC-12STATE shall perform routine network modifications to UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport Dark Fiber or Loop Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.11.2 A routine network modification is an activity that SBC-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. CALL-RELATED DATABASES

16.1 Access to SBC-13STATE's call related databases will be provided as described in the following Appendices: LIDB and CNAM-AS, LIDB and CNAM Queries, 800, 900 and E900 and Access to AIN.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide LEVEL 3 access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 SBC-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. SBC-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting LEVEL 3 to connect SBC-13STATE UNE(s) to other UNE(s) or to LEVEL 3's own facilities.

18.2 The cross connect is the media between the SBC-7STATE UNE and a LEVEL 3 designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE UNE and a Collocation area for the purpose of permitting the LEVEL 3 to connect the SBC-7STATE UNE to other UNEs or to the LEVEL 3's own facilities or another CLEC Where SBC-7STATE has otherwise committed to connect one UNE to another UNE on behalf of LEVEL 3, or to leave connected one UNE to another UNE on behalf of LEVEL 3 the cross connect is the media between one SBC-7STATE UNE and another SBC-7STATE UNE.

18.3 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for SBC MIDWEST REGION 5-STATE is provided as set forth in Appendix Pricing. For all other cross-connect pricing for SBC CONNECTICUT refer to the applicable state tariff.

18.4 The applicable Loop cross connects to point of access for the purpose of LEVEL 3 combining a SBC-13STATE Loop with another SBC-13STATE UNE are as follows:

18.4.1 2-Wire Analog Loop to UNE Connection Methods point of access

18 4.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.4.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of LEVEL 3 combining Switch Ports to another SBC-13STATE UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access

18.5.3 Analog DID Trunk Port to UNE Connection Methods point of access

18.6 The applicable Loop cross connects for the purpose of LEVEL 3 connecting a SBC SOUTHWEST REGION 5-STATE and SBC NEVADA UNE Loop to a LEVEL 3's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 2-wire DSL Shielded Cross Connect to Collocation

18.6.10 4-wire DSL Shielded Cross Connect to Collocation

18.6.11 2-Wire DSL non-shielded Cross Connect to Collocation

18.6.12 4-Wire DSL non-shielded Cross Connect to Collocation

18.7 The applicable UNE Dedicated Transport cross connects for the purpose of LEVEL 3 connecting an SBC SOUTHWEST REGION 5-STATE and SBC NEVADA UNE Dedicated Transport to a LEVEL 3's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18 .8 The applicable Port cross connects for the purpose of LEVEL 3 connecting an SBC SOUTHWEST REGION 5-STATE and Port UNE to a LEVEL 3's Collocated facilities are as listed in the appropriate State-specific Appendix Pricing.

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Analog DID Trunk Port to Collocation

18.9 The applicable cross connects for the purpose of a LEVEL 3 connecting a SBC CALIFORNIA Loop, UDT or UNE Port to a LEVEL 3's Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for SBC MIDWEST REGION 5-STATE Loop or UNE Ports are as follows:

18.10.1 2-Wire
18.10.2 DS-3
18.10.3 LT1
18.10.4 LT3

18.11 The applicable cross connects for SBC MIDWEST REGION 5-STATE UDT are as follows:

18.11.1 DS-1
18.11.2 DS-3

18.12 The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a LEVEL 3 combining a SBC CALIFORNIA Loop with a LEVEL 3's own facilities for are as follows:

18.12.1 2-Wire Analog Loop to Adjacent Location Method point of access
18.12.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.12.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.12.4 DSL shielded Cross Connect to Adjacent Location point of access

18.13 The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a LEVEL 3 combining a SBC CALIFORNIA Port with a LEVEL 3's own facilities point of access are as follows:

18.13.1 -Analog Line Port to Adjacent Location Method to point of access

18.13.2 -ISDN BRI Port to Adjacent Location Method to point of access

18.14 Cross Connects, required for the I UNE platform, from UNE Loops to UNE Ports for the purpose of combining a SBC-7STATE UNE 2 -Wire Loop with a SBC-7STATE UNE Port are as follows:

18.14.1 -Wire Analog Loop to Analog line Port

18.14.2 -Wire Digital Loop to ISDN BRI Port

19. PROVISIONING/MAINTENANCE OF UNES

19.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-13STATE shall not be required to provide UNEs. However, LEVEL 3 may request and, to the extent required by law, SBC-13STATE may agree to provide UNEs, through the Bona Fide Request (BFR) process.

19.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the UNEs it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by LEVEL 3 through the use of those UNEs.

19.3 Where UNEs provided to LEVEL 3 are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such UNE is disconnected in error. The LEVEL 3 agrees to relinquish control of any such UNE concurrent with the disconnection of a LEVEL 3's End User's service.

19.4 LEVEL 3 shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

19.5 LEVEL 3's use of any SBC-13STATE UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE UNE, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if LEVEL 3 violates this provision, provided that such termination of service will be limited to LEVEL 3's use of the UNE(s) causing the violation.

19.6 When a SBC-13STATE provided tariffed or resold service is replaced by LEVEL 3's facility-based service using any SBC-13STATE provided UNE(s), LEVEL 3 shall issue appropriate service requests, to both disconnect the existing service and order UNEs. These requests will be processed by SBC-13STATE, and LEVEL 3 will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one LEVEL 3 using SBC-13STATE provided UNEs is converted to a different LEVEL 3's service which also uses any SBC-13STATE provided UNE, the requesting LEVEL 3 shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting LEVEL 3's End User. These requests will be processed by SBC-13STATE and if LEVEL 3 requests the new service it will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

19.7 LEVEL 3 shall connect equipment and facilities that are compatible with the SBC-13STATE UNEs, and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 LEVEL 3 shall not combine or use UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to unbundled network elements or to Interconnect with SBC-13STATE's network.

19.8.1 SBC-13STATE shall charge the LEVEL 3 a reasonable Maintenance of Service Charge (MSC) when LEVEL 3 reports a suspected failure of a UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment provided that SBC timely provides CLEC with a post mortem report detailing the cause of such failure. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

19.9 LEVEL 3 shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.

19.10 LEVEL 3 shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

19.11 If LEVEL 3 issues a trouble report allowing SBC-13STATE access to End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.

19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.

19.12.1 If LEVEL 3 requests or approves an SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, LEVEL 3 will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with UNEs provided by SBC-13STATE, LEVEL 3 will first determine whether the trouble is in LEVEL 3's own equipment and/or facilities or those of the End User. If LEVEL 3 determines the trouble is in SBC-13STATE's equipment and/or facilities, LEVEL 3 will issue a trouble report to SBC-13STATE.

19.13.2 LEVEL 3 shall pay Time and Material charges (maintenance of service charges/additional labor charges) when LEVEL 3 reports a suspected failure of a UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

20.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the [EFFECTIVE DATE OF AGREEMENT]. In the event of:

1. any legally binding judicial decision by a court of competent jurisdiction, legislative or regulatory action, rule, regulation or other legal action that revises, reverses, modifies or clarifies the meaning of the Act, or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually or collectively, an "Amendment of the Act"); or,

2. any legally binding legislative, regulatory, judicial or other legal action (other than an Amendment to the Act) that materially affects any material term of this Agreement or materially affects the ability of a Party to perform any material obligation under this Agreement (individually or collectively, a "Regulatory Change");either Party may by providing written notice to the other Party require that the affected provisions in this Agreement be renegotiated in good faith and amend this Agreement to reflect such mutually acceptable new provision(s). The term "legally binding" means that such judicial decision, Amendment of the Act, or legislative, regulatory action, rule, regulation or other legal action has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

20.2 If any Amendment to this Agreement pursuant to Section 20.1 affects any rates or charges for the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. In the event that any renegotiation under Section 20.1 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days, the dispute shall be resolved as provided in Section [__________] of this Agreement.

20.3 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations; nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

20.4 During the pendency of any renegotiation or dispute resolution pursuant to Section 20.3 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 20.3.

21. Applicability of Other Rates, Terms and Conditions

21.1 The Parties agree that Section 49 of General Terms and Conditions addresses Other Rates, Terms and Conditions.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to the Act; provided, however, Interconnection may not be used solely for purposes not permitted under the Act.

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1.28 Reserved for future use.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **LEVEL 3** and **SBC-13STATE** agree to Interconnect their networks according to the requirements of the Act, including but not limited to Section 251(c)(2) of the Act. Accordingly, the parties agree to interconnect their networks at a single location per LATA or greater sized area considering that SBC is no longer restricted from carrying traffic across LATA boundaries. The parties also agree that distance is irrelevant to cost. Therefore connecting at a single point per LATA, state or region represents a balanced and fair method of interconnection. The physical architecture plan will, therefore specify the location of **LEVEL 3**'s switch(es) and **SBC-13STATE**'s Tandem switch(es) to be interconnected. Each party agrees that it is solely responsible for the costs of establishing points of interconnection and each is solely responsible for bringing its traffic to those sole points of interconnection. Accordingly, neither party will bill the other party any non-recurring or recurring costs for establishing points of interconnection because both parties recognize that doing so is simply unfairly shifting costs in contravention of the five federal circuit courts of appeal that have ruled on this issue.

2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible point(s) of interconnection on SBC-13STATE's network in a LATA selected by Level 3. Notwithstanding any other language contained in this Agreement, including schedules and attachments hereto, this section 2.2 shall be interpreted to permit Level 3 the sole right to select and maintain one or more technically feasible points of interconnection on SBC-13STATE's network, including preexisting Level 3 points of interconnection. In the event of a network rearrangement by SBC-13STATE, including a tandem rehoming, the point of interconnection shall not change unless Level 3 so requests. In the event of such a network rearrangement by SBC-13STATE, this section 2.2 shall be interpreted to require SBC-13STATE to continue to provide transport from the existing point of interconnection and Level 3 shall pay SBC-13STATE no more than the reciprocal compensation rate that it paid before the network rearrangement occurred. Level 3 shall have the right to designate additional points of interconnection in its sole discretion and subject to technical feasibility. In the event of a conflict between this section 2.2 and any other provision of or amendment to this Agreement, this section 2.2 shall govern.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a legal and financial demarcation point between the facilities that each Party is responsible to provide.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection is to comply with the requirements of the Act.

2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any technically feasible method of Interconnection including those described in this Appendix and in Appendix ITR. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between **LEVEL 3** and **SBC-13STATE**.

2.5 Reserved for future use.

2.6 CLEC is solely responsible for the facilities that carry OS/DA and 911, groups as specified in Appendix ITR, however, for the facilities that carry mass calling and Meet-Point trunk groups, the Parties shall be responsible in accordance with their obligations to bring traffic to the single POI.

2.7 If **LEVEL 3** has established Collocation in an **SBC-13STATE** End Office, that Collocation may serve as an additional POI in a LATA per mutual agreement of the Parties..

2.8 Technical Interfaces

2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero

Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level, but this does not preclude either party from requesting and establishing optical handoffs between their networks, which handoffs both parties agree are technically feasible. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and **LEVEL 3** will provide any DS1 multiplexing required for facilities or trunking at their end.

2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs, but SBC will offer Level 3 the same terms and conditions that it has provided to any other **CLEC** or that it provides to itself upon **LEVEL 3**'s request.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When **LEVEL 3** provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, **LEVEL 3** may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation or applicable state tariff or according to FCC Rules including but not limited to the FCC's collocation remand order (*In The Matter Of Deployment Of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, 2001 WL 893313 (F.C.C.), 16 F.C.C.R. 15,435, (Rel. August 8, 2001)).

3.2 Virtual Collocation Interconnection

3.2.1 When **LEVEL 3** provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and requests that **SBC-13STATE** place transport terminating equipment at that location on the **LEVEL 3**'s behalf, the **LEVEL 3** may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable state tariff or according to FCC Rules including but not limited to the FCC's collocation remand order (*In The Matter Of Deployment Of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, 2001 WL 893313 (F.C.C.), 16 F.C.C.R. 15,435, (Rel. August 8, 2001)). Virtual Collocation allows **LEVEL 3** to choose the equipment vendor and does not require that **LEVEL 3** be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities are available, **LEVEL 3** may lease facilities from **SBC-13STATE** on terms and conditions no less favorable than **SBC-13STATE** provides to itself or any other **LEVEL 3**, IXC or any other regulated carrier, whether such terms and conditions are subject to Title 2 of the Act, as defined in Section 5 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and **LEVEL 3** can occur at any mutually agreeable and technically feasible point between **LEVEL 3**'s premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC SOUTHWEST**

REGION 5-STATE) or LATA (**SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC CALIFORNIA** and **SBC NEVADA**).

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, SBC prefers that the Parties use a single point-to-point linear chain SONET system, but this in no way restricts the Parties from using any technically feasible method.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed, but this does not relieve parties from their 251(c)(2) obligations for each to bring its originating traffic to the POI at its own expense.

3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.7 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.7.1 Design One: **LEVEL 3** will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable **LEVEL 3** to deliver fiber optic facilities into that manhole. **LEVEL 3** will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. **LEVEL 3** shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.7.2 Design Two: Both **LEVEL 3** and **SBC-13STATE** each provide two fibers between their locations to terminate at each parties' FOT This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the of the system. **LEVEL 3** will provide the fibers associated with the side of the system. Please define terms. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.

3.4.8 **LEVEL 3** location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is **LEVEL 3**'s responsibility to provision and maintain.

3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from **LEVEL 3**. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and **LEVEL 3** shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 **LEVEL 3** and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **SBC-13STATE** area, **LEVEL 3** shall provide written notice to **SBC-13STATE** of the need to establish Interconnection when establishing a POI.**LEVEL 3** The parties agree that they will exchange necessary information on forms and in a manner than ensures that they can quickly and efficiently establish such POIs. **LEVEL 3** may provide all applicable network information on forms set forth in SBC's **LEVEL 3** Handbook, published on the **LEVEL 3** website.

4.2 Upon receipt of **LEVEL 3**'s notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture only if the architecture varies from that established in this agreement. Otherwise, the Parties will meet within 30 days of **LEVEL 3**'s request to establish a POI for the sole purpose of establishing a POI according to acceptable industry practices and previously established practices. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors, but it will be no later than 120 days after the **LEVEL 3**'s initial request.

4.3 Reserved for future use.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

5.1 Reserved for future use.

5.2 Reserved for future use.

5.3 Requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and **SBC-13STATE** may agree to provide facilities under a Bona Fide Request (BFR).

6. OUT OF EXCHANGE TRAFFIC

5.1 Out of Exchange traffic shall be consistent with the Appendix Out of Exchange Traffic attached to this agreement

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

Applicability of other rates, terms and conditions will be treated according Section 49 of General Terms and Conditions.

7.1. Reserved for future use.

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability mutually 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.

1.7 **SBC CONNECTICUT -** As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.7 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.8 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.

1.9 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was executed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** as of the date of this agreement does not offer PNP under this agreement . Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of **SBC-12STATE**

2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.

2.3.2 **SBC-13STATE** will open unrestricted non portable codes within the time frame represented in the BFR (bona fide request) Exhibit 1 attached hereto.. A sample BFR is provided in Exhibit 1.

2.3.3 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC

2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 For any switch from which the parties have not already successfully ported numbers, each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other lawfully required telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the lawfully required reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Recovery of carrier-specific costs directly related to providing long-term number portability shall be determined by the Parties' tariffs filed with the FCC in accordance with applicable FCC rules and orders, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.3 Obligations of **SBC-12STATE**

3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

3.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of CLEC

3.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

3.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:

4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff

4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff

4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff

4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.

4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE** s facilities via an SS7 link to the **SBC-12STATE** STP.

4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

5. Reserved for future use.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. In accordance with said Order, the following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

DATE: ______________________________ (date of request)

TO: ______________________________ (name of service provider)
______________________________ (address of service provider)
______________________________ (contact name/number)

FROM: ______________________________ (requester/service provider name/ID)
______________________________ (requester switch(es)/CLLI)
______________________________ (authorized by name)
______________________________ (authorized by title)
______________________________ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
____________	_________	__________	All: Y or N
____________	_________	__________	All: Y or N
____________	_________	__________	All: Y or N
____________	_________	__________	All: Y or N
____________	_________	__________	All: Y or N

DATES: Requested date switch(es) should be LNP capable**:** ________ (mm/dd/yy)
Requested code opening date[4]**:** _____________ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of
LNP Bona Fide Request (BFR)

DATE: ______________________ (date of response)

TO: ______________________ (requester/CLEC name/ID)
______________________ (contact name/address/number)
______________________ (requester switch(es)/CLLI)

FROM: ______________________ (name of service provider)
______________________ (address of provider)
______________________ (contact name/number)

____

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_________(CLLI 1)	___________		___________	___________
_________(CLLI 2)	___________		___________	___________
_________(CLLI 3)	___________		___________	___________
_________(CLLI 4)	___________		___________	___________

____

Switch request(s) denied/reason for denial:

_________(CLLI 1): ____
____

_________(CLLI 2): ____
____

_________(CLLI 3): ____
____

Authorized company representative signature/title: ______________________________
____

APPENDIX NUMBERING

TABLE OF CONTENTS

APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin will coordinate with respect to NXX assignments.

1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. For SBC-13STATE territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Business Integrated Routing/Rating Database (BIRRDS) or other appropriate system(s) necessary to update the LERG™ unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 <u>NXX Migration</u>

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Reserved for future use.

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.2) and InterLATA Local Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 Reserved for future use.

1.4 Reserved for future use.

1.5 Reserved for future use.

1.6 Reserved for future use.

1.7 Reserved for future use.

1.8 Reserved for future use.

1.9 For purposes of this Appendix only, "**Out of Exchange LEC (OE-LEC)"** means **Level 3** operating within SBC-13 STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

1.10 For purposes of this Appendix only, **"Out of Exchange Traffic"** is defined as Telecommunications Traffic, IP-enabled Services Traffic, ISP-bound traffic, transit traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, LEVEL 3 intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect LEVEL 3's network with SBC-13STATE's network(s).

2.2 For purposes of this Appendix, LEVEL 3 agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.

2.3 Reserved for future use.

3. NETWORK MANAGEMENT

3.1 Reserved for future use.

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

3.3 Reserved for future use.

3.4 Reserved for future use.

3.5 Reserved for future use.

3.6 Reserved for future use.

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party or as required by Applicable Law.

3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and any other relevant sections this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 LEVEL 3 operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE LATAs according to Appendix NIM of this Agreement for the purpose exchange Telephone Traffic, ISP-Bound Traffic and IP-enabled Services Traffic in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to LEVEL 3's existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. SBC-12STATE will accept LEVEL 3's Traffic at its tandem switch or other switch where the Parties have established interconnection over Local Interconnection Trunk Groups that currently exist or may exist in the future between the Parties to or from LEVEL 3 and SBC-13STATE. When such Out of Exchange Traffic is Transit Traffic as defined in the Agreement, OE-LEC agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.

4.2 Reserved for future use.

4.3 Reserved for future use.

4.4 The Parties shall route originating Telephone Services Traffic, ISP-Bound Traffic and IP-enabled Services Traffic to the POI.

4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 may route Telephone Services Traffic, ISP-Bound Traffic and IP-enabled Services Traffic directly to the serving SBC-13STATE tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.

4.6 Except as otherwise provided in this Appendix, where any traffic is inadvertently improperly routed by one Party over any trunk groups to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

4.7 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE** (as reflected in the LERG). Any lawful and appropriate compensation due from **SBC-13STATE** for such misrouted traffic shall be paid by LEVEL 3 subject to the terms of this Agreement. This also includes traffic that is destined to End Offices that do not subtend **SBC-12STATE** tandem. **SBC-12STATE** shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Reserved for future use.

4.10 **SBC-13STATE** will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, within its switches utilizing the normal LERG code opening processes.

5. LOCAL CALL COMPENSATION

5.1 The compensation arrangement for Local Call(s) exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

6. TRANSIT TRAFFIC COMPENSATION

6.1 The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in this Agreement.

6.2 In **SBC SOUTHWEST REGION 5-STATE** the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.

6.3 In the **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA** the transiting rate is outlined in Appendix Pricing as Transiting Service.

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATATraffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of the underlying Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Intercarrier Compensation Appendix of the underlying Agreement.

9. INTERLATA LOCAL TRAFFIC

9.1 SBC Region will exchange SBC Region InterLATA local traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC Region will exchange such traffic using two-way trunk groups (i) via a facility to Level 3's OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC Region exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC Region exchange, SBC Region shall exchange such traffic using a two-way trunk group (i) via a facility to Level 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC Region will not provision or be responsible for facilities located outside of SBC Region exchange areas

9.2 Reserved for future use.

9.3 Level 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix where any traffic is inadvertently improperly routed by one Party over any trunk groups to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

9.5 SBC-12STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-12STATE (as reflected in the LERG). Any compensation due SBC-12STATE for such misrouted traffic shall be paid by LEVEL

3. The appropriateness of such routing and the correct SBC-12STATE serving tandems are reflected by SBC-12STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-12STATE tandem. SBC-12STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic.

9.6 SBC-12STATE will open LEVEL 3 NPA-NXX codes, rated to or identified to reside in non-SBC-12STATE exchange areas, within its switches utilizing the normal LERG code opening processes.

9.7 The compensation arrangement for InterLATA Local Traffic shall be governed by the compensation terms and conditions for Local Calls in Intercarrier Compensation Appendix of this Agreement.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Reserved for future use.

APPENDIX 911

TABLE OF CONTENTS

APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

1.5 Reserved for future use.

1.6 Reserved for future use.

1.7 Reserved for future use.

1.8 Reserved for future use.

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1.22 Reserved for future use.

1.23 Reserved for future use.

1.24 Reserved for future use.

1.25 The prices at which SBC-13STATE agrees to provide LEVEL 3 with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 Reserved for future use.

2.2 Reserved for future use.

2.3 Reserved for future use.

2.4 Reserved for future use.

2.5 Reserved for future use.

2.6 Reserved for future use.

2.7 Reserved for future use.

2.8 Reserved for future use.

2.9 Reserved for future use.

2.10 Reserved for future use.

2.11 Reserved for future use.

2.12 Reserved for future use.

3. SBC-13STATE RESPONSIBILITIES

3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to LEVEL 3 as described this section in a particular Rate Center in which LEVEL 3 is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 SBC-13STATE will forward the calling party number (ANI) it receives from LEVEL 3. LEVEL 3 and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the “default” ESN associated with the 911trunk group. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC-13-STATE will report this “No Record Found” condition to the LEVEL 3 in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 trunks from SBC-13STATE’s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 SBC-13STATE will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by CLEC, SBC-13STATE will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by CLEC, SBC-13STATE shall, in a timely fashion of at least no more than 15 calendar days after Level 3’s request, provide LEVEL 3 with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 SBC-13STATE and LEVEL 3 will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC-13STATE SR(s).

3.4 Database

3.4.1 Where SBC-13STATE manages the E911 database, SBC-13STATE shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC’s End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. LEVEL 3 or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 SBC-13STATE shall coordinate access to the SBC-13STATE E911 DBMS for the initial loading and updating of LEVEL 3 End User 911 Records.

3.4.3 SBC-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 SBC-13STATE will update Level 3’s End User 911 Records in the E911 DBMS. SBC-13STATE will then provide LEVEL 3 an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after Level 3 submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to Level 3 via the SBC on-line handbook

3.4.5 SBC-13STATE shall provide the LEVEL 3 with a file containing the Master Street Address Guide (MSAG) for the CLEC’s respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where LEVEL 3 is authorized to do business as a local exchange service provider and SBC-13STATE is the 911 service provider. .

3.4.6 Where SBC-13STATE manages the DBMS, SBC-13STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. LEVEL 3 RESPONSIBILITIES

4.1 Call Routing

4.1.1 LEVEL 3 will transport 911 calls from each point of interconnection (POI) to the SBC-13STATE SR office of the E911 system, where SBC-13STATE is the 911 Service Provider.

4.1.2 LEVEL 3 will forward the ANI information of the party calling 911 to the SBC-13STATE 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 Consistent with Applicable Law and with the Parties executed 911 Waivers, LEVEL 3 will provide interconnection with each SBC-13STATE 911 Selective Router that serves the exchange areas in which LEVEL 3 provides telephone exchange services

4.2.2 LEVEL 3 acknowledges that its End Users in a single local calling scope may be served by different SRs and LEVEL 3 shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 LEVEL 3 shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In SBC MIDWEST REGION 5-STATE only, the LEVEL 3 is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 LEVEL 3 shall maintain facility capacity sufficient to route traffic over trunks between the LEVEL 3 switch and the SBC-13STATE SR.

4.2.6 LEVEL 3 shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC-13STATE 911 SR. LEVEL 3 is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.

4.2.7 LEVEL 3 is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.

4.2.8 LEVEL 3 shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 LEVEL 3 shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, LEVEL 3 shall request additional circuits from SBC-13STATE.

4.2.10 LEVEL 3 will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between CLEC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. SBC-13STATE and Level 3 agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. LEVEL 3 agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.

4.2.11 LEVEL 3 is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Demarcation Point(s) between the Parties' networks. SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). LEVEL 3 is responsible for advising SBC-13STATE of the circuit identification to the extent that SBC-13STATE has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to LEVEL 3 if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, LEVEL 3 or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and LEVEL 3 shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 LEVEL 3 or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 LEVEL 3 shall adopt use of a Company ID on all LEVEL 3 End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 LEVEL 3 is responsible for providing SBC-13STATE updates to the ALI database; in addition, to the extent that LEVEL 3 inputs its own data directly into the SBC-13STATE 911 DBMS, Level 3 will be responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.

4.3.5 SBC-13STATE and Level 3 agree to work cooperatively to minimize the possibility of errors. In the unexpected event that Level 3 causes errors which require SBC13-State additional work for ALI updates, Level 3 agrees to reimburse SBC for SBC's demonstrable reasonable additional costs

4.3.6 LEVEL 3 shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 Each Party is solely responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the that party provides Telephone Exchange Service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 SBC-13STATE will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. SBC-13STATE will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and Level 3.

7.3 INTENTIONALLY OMITTED

7.4 INTENTIONALLY OMITTED

7.5 In **SBC-2STATE**, and **SBC MIDWEST REGION 5-STATE**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'s Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to Level 3, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from LEVEL 3 until service is restored.

9.2 Level 3's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event LEVEL 3 provides E911 Service to SBC-13STATE, LEVEL 3 shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after LEVEL 3 has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.

9.3 LEVEL 3 agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of Level 3's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Level 3, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.

9.4 LEVEL 3 also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10. MUTUALITY

10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, CLEC will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX OSS - RESALE & UNE

TABLE OF CONTENTS

APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

2. DEFINITIONS

2.1 **"LSC"** means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.

2.2 **"LOC"** means (i) the Local Operations Center (LOC) for **SBC-8STATE**; and (ii) the Customer Response Unit (CRU) for **SBC MIDWEST REGION 5-STATE**.

2.3 **"Service Bureau Provider" -** For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC-13STATE's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. The Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable.or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager , or when CLEC elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE**'s flat rate monthly OSS charges.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining UNEs through SBC-13STATE. In addition, CLEC agrees that such use will comply with SBC-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, CLEC's and SBC-13STATE's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC or SBC-13STATE has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In SBC-13STATE regions, CLEC and SBC-13-STTATE must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, the parties shall,, on its own behalf and on behalf of the other partycomply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, the parties shall have obtained an authorization to become the End User's local service provider. Accessing such information by a party shall constitute certification that the party is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. A party shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). Each party agreed to indemnify, defend and hold the other party harmless against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by a partyof this section.

3.3.3 Throughout SBC-13STATE region, each party is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of the other parties' failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC-13STATE to CLEC. In addition, CLEC agrees to indemnify and hold SBC-13STATE harmless against any claim made by an End User of CLEC or other third parties against SBC-13STATE caused by or related to CLEC's misuse of any SBC-13STATE OSS.

3.5 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that the CLEC's use of SBC-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE.

3.8 When UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

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3.11 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. However, this does not excuse or release SBC-13STATE from providing OSS functions that comply with the terms of this agreement or allow Level 3 to provide services to end users.

3.12 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix upon due notice given to CLEC. SBC-13STATE shall provide proper notice of interface phase-out as required by this agreement.

3.13 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide accurate real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC-13STATE region-specific ordering requirements.

4.2 **Pre-Ordering functions for Resale Services and UNEs include**

4.2.1 Feature/Service Availability

Feature Inquiry provides SBC-13STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides SBC-13STATE Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 **The following are Pre-Order functions specific to UNEs**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.3.5 Circuit Identification for loops.

SBC-13-STATE provides circuit identification information for loops provided to CLEC, including information on whether the loop is part of an Integrated Digital Loop Carrier system or Universal Digital Loop Carrier system.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC-13STATE to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control

Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

4.4.1.7 **Intentionally left blank**

4.4.1.9 **SBC CONNECTICUT** also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 **Other Pre-order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC-13STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time SBC-13STATE receives accurate service requests from the interface) to support CLEC provisioning of UNE via one or more electronic interfaces. To order UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements. SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Service Order Request System Availability**

5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC-13STATE Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For SBC-13STATE, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In **SBC CONNECTICUT**, Resale ordering is supported by W-CIWin (**SBC CONNECTICUT**'s proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC-13STATE ordering requirements.

5.3 Provisioning for Resale Services and UNE in SBC-13STATE

SBC-13STATE will provision UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For SBC-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

5.3.2 For EDI ordering, SBC-13STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD, unless otherwise provided for in this agreement or by operation of state law:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an SBC-13STATE issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In SBC-13STATE, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In SBC-13STATE, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-13STATE will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides CLEC with **SBC-7STATE** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC CONNECTICUT** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in Sept 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

7.1 **SBC-13STATE** will bill CLEC for UNEs. SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-13STATE will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and SBC-

13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.6 In SBC-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.7 SBC-13STATE will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.

7.2.8 In **SBC CONNECTICUT**, CLEC may receive a Billing Detail File on 18-track magnetic tape.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.

7.3.3 In SBC-13STATE, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing SBC-13STATE ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC CONNECTICUT** region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC CALIFORNIA** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC CONNECTICUT** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC-13STATE OSS via the public internet.

8.3 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 **Joint Security Requirements**

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 **User Authorization**

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 **Software and Data Integrity**

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring and Audit**

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent SBC-13STATE seeks to recover costs associated with OSS System Access and Connectivity, SBC-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

13.5 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to Allow Service Bureau Provider to establish access to and use of SBC-13STATE's OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC-13STATE's OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX COORDINATED HOT CUT (CHC)

TABLE OF CONTENTS

APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1 Reserved for future use.

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

1.5 Reserved for future use.
1.6 Reserved for future use.

1.7 Reserved for future use.

1.8 Reserved for future use.

1.9 Reserved for future use.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..

2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the SBC-13STATE.

2.3 SBC-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. SBC-13STATE acknowledges that the rapid and efficient processing of CHC service orders is critical to CLEC's ability to provide facilities-based services, and accordingly, SBC-13STATE shall work cooperatively with CLEC to process as quickly as practicable any such service orders that SBC-13STATE has limited.

2.4 The SBC-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods with notice to CLEC. Heavy workload includes any unanticipated volume of work that impacts the SBC-13STATE's ability to provide its baseline service. Where time permits, the **SBC-13STATE** will make every effort to notify CLEC when such unanticipated activities occur. Any suspension of CHC Service will not disrupt or otherwise affect the provisioning of service orders accepted by SBC-13STATE.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are TELRIC rates approved by the Commission and appended hereto.

3.2 When CLEC orders CHC service, SBC-13STATE shall charge and CLEC agrees to pay for CHC service the TELRIC rates established by the relevant Commission.

3.3 In the event the **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

4.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX CH

TABLE OF CONTENTS

APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-13STATE** to participate in the Clearinghouse (CH).

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

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1.25 Reserved for future use.

1.26 Reserved for future use.

2. CLEARINGHOUSE DESCRIPTION

2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.

4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence, but excluding its willful misconduct, and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.

9.2 Level 3 agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to third party claims, demands, liabilities or court actions arising from its actions, omissions, mistakes or negligence reasonably related to performing the duties under this Attachment and that occurred during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.

9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by Level 3 for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.

APPENDIX DAL

TABLE OF CONTENTS

APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Parties agree to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

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1.23 Reserved for future use.

1.24 Reserved for future use.

1.25 The prices at which SBC-13STATE agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance, Directory Assistance Listing (DAL), Directory Assistance Listing Information Service (DALIS, and Dialing Parity Directory Listings (herein after collectively referred to as DAL):

2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SBC-13STATE's DA to obtain such information.

2.1.3 Inasmuch as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.

2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in SBC-13STATE's DA database.

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

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

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

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

2.2 <u>Use of Directory Assistance Listing Information</u>

2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by SBC-13STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of SBC-13STATE. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

5.1 Other than the representations made in this Appendix, SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.3 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. 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 DA listing information, SBC-13STATE will assume and undertake its own defense, and assist in the defense of CLEC

6. TERM OF APPENDIX

6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

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APPENDIX
PERFORMANCE MEASUREMENTS

Final Draft

TABLE OF CONTENTS

Final Draft

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 As used herein, **SBC-11STATE** means the applicable above listed SBC-owned ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek through any claim or suit brought under any contract or tariff to the extent such failure also constitutes a breach.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in the region-specific Attachments is attached hereto and

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incorporated by reference into to this Appendix. There is a separate attachment for each Region, to best document unique processes. The purposes of the rules are consistent across the regions.

The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.l The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. In no event shall **SBC-11STATE**be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

6.3 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 **SBC-11STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each **SBC-11STATE** and CLEC is greater than or equal to 30 for a given measurement.

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7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} – M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} – P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC}\ (1 – P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC}$.
If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}$.

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

Final Draft

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
N = H_{CLEC} + H_{ILEC}
D_{CLEC} = denominator for CLEC
D_{ILEC} = denominator for ILEC
p = D_{CLEC} / (D_{CLEC} + D_{ILEC})

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} – M_{ILEC}$, $P_{CLEC} – P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

t = (DIFF) / δ_{DIFF}

Where;
DIFF = M_{CLEC} – BM
M_{CLEC} = CLEC Average
BM = Benchmark
δ_{DIFF} = SQRT [δ^2_{CLEC} (1/ n_{CLEC})]
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with n_{CLEC} – 1 degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3 To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	**71**	8	0.051	**141**	14	0.054	**211**	19	0.054	**281**	23	0.051	**351**	28	0.052
2	1	0.100	**72**	8	0.050	**142**	14	0.054	**212**	19	0.053	**282**	23	0.051	**352**	28	0.052
3	1	0.059	**73**	9	0.059	**143**	14	0.054	**213**	19	0.053	**283**	23	0.051	**353**	28	0.052
4	2	0.141	**74**	9	0.058	**144**	14	0.053	**214**	19	0.053	**284**	23	0.050	**354**	28	0.051
5	2	0.106	**75**	9	0.057	**145**	14	0.053	**215**	19	0.053	**285**	23	0.050	**355**	28	0.051
6	2	0.085	**76**	9	0.056	**146**	14	0.052	**216**	19	0.052	**286**	23	0.050	**356**	28	0.051
7	2	0.071	**77**	9	0.055	**147**	14	0.052	**217**	19	0.052	**287**	24	0.053	**357**	28	0.051
8	2	0.061	**78**	9	0.055	**148**	14	0.052	**218**	19	0.052	**288**	24	0.052	**358**	28	0.051
9	2	0.053	**79**	9	0.054	**149**	14	0.051	**219**	19	0.052	**289**	24	0.052	**359**	28	0.051
10	3	0.093	**80**	9	0.053	**150**	14	0.051	**220**	19	0.051	**290**	24	0.052	**360**	28	0.051
11	3	0.084	**81**	9	0.053	**151**	14	0.051	**221**	19	0.051	**291**	24	0.052	**361**	28	0.050
12	3	0.076	**82**	9	0.052	**152**	14	0.050	**222**	19	0.051	**292**	24	0.052	**362**	28	0.050
13	3	0.069	**83**	9	0.051	**153**	15	0.055	**223**	19	0.051	**293**	24	0.052	**363**	28	0.050
14	3	0.064	**84**	9	0.051	**154**	15	0.054	**224**	19	0.050	**294**	24	0.051	**364**	28	0.050
15	3	0.059	**85**	9	0.050	**155**	15	0.054	**225**	19	0.050	**295**	24	0.051	**365**	29	0.052
16	3	0.055	**86**	10	0.057	**156**	15	0.054	**226**	20	0.053	**296**	24	0.051	**366**	29	0.052
17	3	0.052	**87**	10	0.057	**157**	15	0.053	**227**	20	0.053	**297**	24	0.051	**367**	29	0.052
18	4	0.077	**88**	10	0.056	**158**	15	0.053	**228**	20	0.053	**298**	24	0.051	**368**	29	0.052
19	4	0.073	**89**	10	0.055	**159**	15	0.053	**229**	20	0.053	**299**	24	0.050	**369**	29	0.052
20	4	0.069	**90**	10	0.055	**160**	15	0.052	**230**	20	0.052	**300**	24	0.050	**370**	29	0.051
21	4	0.065	**91**	10	0.054	**161**	15	0.052	**231**	20	0.052	**301**	24	0.050	**371**	29	0.051
22	4	0.062	**92**	10	0.053	**162**	15	0.052	**232**	20	0.052	**302**	25	0.053	**372**	29	0.051
23	4	0.059	**93**	10	0.053	**163**	15	0.051	**233**	20	0.052	**303**	25	0.052	**373**	29	0.051
24	4	0.057	**94**	10	0.052	**164**	15	0.051	**234**	20	0.051	**304**	25	0.052	**374**	29	0.051
25	4	0.054	**95**	10	0.052	**165**	15	0.051	**235**	20	0.051	**305**	25	0.052	**375**	29	0.051
26	4	0.052	**96**	10	0.051	**166**	15	0.050	**236**	20	0.051	**306**	25	0.052	**376**	29	0.051
27	5	0.070	**97**	10	0.051	**167**	15	0.050	**237**	20	0.051	**307**	25	0.052	**377**	29	0.050
28	5	0.068	**98**	10	0.050	**168**	16	0.054	**238**	20	0.051	**308**	25	0.052	**378**	29	0.050
29	5	0.065	**99**	11	0.056	**169**	16	0.054	**239**	20	0.050	**309**	25	0.051	**379**	29	0.050
30	5	0.063	**100**	11	0.056	**170**	16	0.053	**240**	20	0.050	**310**	25	0.051	**380**	29	0.050
31	5	0.061	**101**	11	0.055	**171**	16	0.053	**241**	21	0.053	**311**	25	0.051	**381**	30	0.052
32	5	0.059	**102**	11	0.055	**172**	16	0.053	**242**	21	0.053	**312**	25	0.051	**382**	30	0.052
33	5	0.057	**103**	11	0.054	**173**	16	0.053	**243**	21	0.053	**313**	25	0.051	**383**	30	0.052
34	5	0.055	**104**	11	0.054	**174**	16	0.052	**244**	21	0.052	**314**	25	0.051	**384**	30	0.052
35	5	0.054	**105**	11	0.053	**175**	16	0.052	**245**	21	0.052	**315**	25	0.050	**385**	30	0.051
36	5	0.052	**106**	11	0.053	**176**	16	0.052	**246**	21	0.052	**316**	25	0.050	**386**	30	0.051
37	5	0.051	**107**	11	0.052	**177**	16	0.051	**247**	21	0.052	**317**	25	0.050	**387**	30	0.051
38	6	0.065	**108**	11	0.052	**178**	16	0.051	**248**	21	0.052	**318**	26	0.052	**388**	30	0.051
39	6	0.063	**109**	11	0.051	**179**	16	0.051	**249**	21	0.051	**319**	26	0.052	**389**	30	0.051
40	6	0.061	**110**	11	0.051	**180**	16	0.050	**250**	21	0.051	**320**	26	0.052	**390**	30	0.051
41	6	0.060	**111**	11	0.050	**181**	16	0.050	**251**	21	0.051	**321**	26	0.052	**391**	30	0.051

Final Draft

42	6	0.058	**112**	12	0.056	**182**	17	0.054	**252**	21	0.051	**322**	26	0.052	**392**	30	0.051
43	6	0.057	**113**	12	0.055	**183**	17	0.054	**253**	21	0.051	**323**	26	0.052	**393**	30	0.050
44	6	0.055	**114**	12	0.055	**184**	17	0.053	**254**	21	0.050	**324**	26	0.051	**394**	30	0.050
45	6	0.054	**115**	12	0.054	**185**	17	0.053	**255**	21	0.050	**325**	26	0.051	**395**	30	0.050
46	6	0.053	**116**	12	0.054	**186**	17	0.053	**256**	22	0.053	**326**	26	0.051	**396**	31	0.052
47	6	0.052	**117**	12	0.054	**187**	17	0.052	**257**	22	0.053	**327**	26	0.051	**397**	31	0.052
48	6	0.051	**118**	12	0.053	**188**	17	0.052	**258**	22	0.053	**328**	26	0.051	**398**	31	0.052
49	7	0.062	**119**	12	0.053	**189**	17	0.052	**259**	22	0.052	**329**	26	0.051	**399**	31	0.052
50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052
66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

9. LIMITATIONS

9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC to the extent that it is a direct cause of the noncompliance with a specific performance measure and contrary to its obligations under its interconnection agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to, leased, licensed or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

Final Draft

9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-11STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information. Notwithstanding the foregoing, proposed disclosure of such proprietary information to a governmental authority shall be subject to Section 20.4 of the General Terms and Conditions.

10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

10.3 CLEC will have access to monthly reports through an interactive Website.

10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

11. AUDITS

11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).

11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more

Final Draft

than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

12.1 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases an existing service or unbundled network element(s) associated with a particular performance measurement or purchases a new service with associated measures or purchases an existing service to which a new measure or submeasure has been added. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

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APPENDIX
PERFORMANCE MEASUREMENTS

final 122303

TABLE OF CONTENTS

final 122303

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.3 As used herein, the term "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **SBC CALIFORNIA**'s OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC CALIFORNIA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in **SBC CALIFORNIA** ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for SBC CALIFORNIA. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC CALIFORNIA** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **SBC CALIFORNIA**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

APPENDIX
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for **SBC NEVADA**. Under the PMP/PIP, **SBC NEVADA** is obligated to make payments ("Incentive Payments") to CLECs in the event **SBC NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **SBC NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.

1.4 As used herein, "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.

1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC NEVADA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **SBC NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **SBC NEVADA** does not at this time so agree.

1.7 In addition to the exclusions described in the PMP/PIP, **SBC NEVADA** shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for **SBC NEVADA** failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

APPENDIX SS7

TABLE OF CONTENTS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/557) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/557 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides far CCS/557 functionality and translations to support SS7 based services and applications.

1.2 Reserved for future use.

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1.24 Reserved for future use.

2. SERVICE DESCRIPTION

2.1 SBC SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SBC SNET and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and SBC SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements by for interLATA signaling.

2.2.2 Reserved for future use.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (lS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12 STATE's STP.

2.3 <u>Dedicated Signaling Links</u>

2.3.1 Dedicated Signaling Links provide interconnection to the Parties' signaling networks. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Level 3's STPs and the SBC-I3STATE's STPs. The Parties designated Signaling Points of Interconnection (SPOI) are at SBC-13STATE's STP wire centers,. The links are fully dedicated to the use of the Parties and provide the screening and routing usage for the Parties' STP between which the link is established. Dedicated Signaling Links are available to the Parties, for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 SBC-13STATE's Dedicated Signaling Links include the following elements:

2.4.1 <u>SS7 Link Cross Connect</u>

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-13STATE STP building and connects the SIP Port Termination to the Parties' SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-13STATE I3STATE STP. A SIP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC- 13STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link proves a 56 Kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SOPI to the STP building location**.**

2.5 The Parties shall provide their respective portion of the signaling link from their signaling networks to the Parties SPOI. CLEC shall identify the DS1 or channel of a DSI that will be used for the signaling link.

2.6 Each Party shall identify to the other Party the facility and channel to which the SS7 Link Cross Connect shall connect.

2.7 When the Parties use an alternative DSI facility or arrange, or agree to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR905-CORE, the Parties acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to SBC-13STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-132STATE Technical Publication., TP76638.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an “A-link”, which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a “B-link” or “D-link,” which is an interconnection between TPs in different signaling networks.

2.9.2 When the Parties provide their own switch or STP, each Party will provide DS1 (1.544 Mbps) interfaces at the other Parties-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via self-provisioned or existing transport facilities or through purchase of a dedicated transport facility from the other Party. Each 56 Kbps transmission path will appear as a DSO channel on the DS1 interface.

2.9.3 In each LATA in the Parties require interconnection to the other Parties SS7 Signaling Network, the Parties must purchase dedicated signaling links to each SPOI.

2.9.4 Each Party assumes the responsibility to ensure diverse routing of its signaling links its switch to the Parties' SPOI.

2.9.5 When Each Party requests that the other party add a Signaling Point Code (SPC), each party will identify to the other party the SPCs associated with its set of links.

2.9.6 Each Party will notify the other Party in writing thirty (30) days in advance of any material change in its use of such SS7 signaling network, including but not limited to any change in its SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Reserved for future use.

2.10.3 Reserved for future use.

2.10.4 Reserved for future use.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the Parties' SS7 network: Level 3 and SBC- 13STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set established between the Parties STP, and where technically feasible, each Party will provision such link set in accordance with these parameters. The Parties may specify screening parameters so as to allow transient messages to cross the other Party SS7 Network. The Parties will identify to each other the Global Title Translation type information for message routing.

2.12 Interface Requirements

2.12.1 The Parties will provide STP interfaces to terminate D-Links.

2.12.2 CLEC will designate the SPOI for each Link. CLEC will provide a DSI or higher rate transport interface at each SPOl. SBC-I2STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-I2STATE STPs.

2.12.3 Reserved for future use.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 Each party shall use SS7 Transport subject to the screening and routing information of the other Party's SBC 12STATE STPs. Each party shall provide information to CLEC on the routes and signaling point codes served by the Parties' STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to Each party's "regional" STP pair that directly serves the database of TCAP message.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which the Parties have established a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When the Parties establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC 12STATE pairs of STPs, until ordered. When either Party arranges to establish a route between signaling points, such routes will be used by all signaling points within, and connected to, the Parties' signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a either Party's mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 Each party shall designate the signaling points and signaling point codes associated with its network. Each party shall provide such information to the other party to allow each party to translate its STPs. The information shall define the screening and routing information for the signaling point codes of each party and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links shall connect the Parties' mated pairs.

3.4.2.1 Reserved for future use.

3.4.2.2 "D" Link Sets connect one Party's STPs to the other Party's STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 Reserved for future use.

3.4.4 A pre-order meeting will define the Parties' facility availability and the degree of diversity in both the SBC-13STATE physical network and Level 3's physical network and from signaling point to signaling point for the link.

3.4.5 Level 3 and SBC 13STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of the Parties' interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when either Party, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. Neither Party makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non signaling points of the other Party.

3.4.8 Provisioning of the SS7 Service is in accordance with GR-905-CORE, as amended.

3.5 Reserved for future use.

4. RESPONSIBILITIES OF SBC-I2STATE

4.1 Each party shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken by either Party to control or minimize the effect of network failures or occurrences on its network consistent with its obligations as a common carrier. Such occurrences include, but are not limited to, failure or overload either Parties' facilities, natural disasters, mass calling or national security demands.

4.2 Each party shall determine the GTT route for messages routed to GTT, which are associated with its SBC 12STATE signaling points.

4.3 Each party shall define regional functions and local functions of its STPs. SBC-I2STATE will route ISUP messages within its signaling network, subject to technical feasibility.

4.4 Each party shall route messages generated by the action of the other Party throughout its signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. Neither Party will use any information within messages for any purpose not required by or related to the use of its signaling network nor for any use not permitted by Applicable Law. Neither Party will divulge any message or any part of messages generated by the other Party to any either third party, except as the divulging Party requires to manage its signaling network consistent with Applicable Law.

5. RESPONSIBILITIES OF CLEC

5.1 Each party shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC 7STATE's STP location in a diverse reliable and technically feasible manner. CLEC shall identify SBC 12STATE the SPC(s) associated with the CLEC set of links.

5.2 Reserved for future use.

5.3 When routing messages addressed to an SBC 12STATE Subsystem Number (SSN), CLEC shall use the SBC 12STATE defined SSN designation of the SBC 12STATE mated STP pair to which the message is routed.

5.4 When routing messages to a Party's Subsystem Number (SSN), the originating Party shall use the addressed Party's defined SSN designation of that Party's mated STP pair to which the message is routed.

5.5 Each Party shall furnish the other Party, at the time the SS7 Service is established and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling Network. The forecast shall include total annual volume and busy hour month volume. The Parties shall utilize the forecast in their own efforts to project further facility requirements.

5.6 Each Party shall inform the other Party in writing thirty (30) days in advance of any change in its use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by one Party to be forwarded to the other Party's network. The parties shall provide said notice the reasons, by individual SS7 service, for the volume change.

5.7 Each Party shall provide the other Party all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, Each Party will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non SS7 environment) will be provided by Each Party wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

6. ADDITIONAL SS7 SERVICES

6.1 Any request for SS7 service not addressed within this Appendix must be negotiated between the Parties.

7. DESCRIPTION OF RATE ELEMENTS SBC MIDWEST REGION 5 STATE

7.1 Each Party agrees that it is solely responsible for the costs of establishing points of interconnection and signaling points of interconnection, and each is solely responsible for bringing its traffic and associated signaling to those sole points of interconnection. Accordingly, neither Party will bill the other party any non-recurring or recurring costs for establishing points of interconnection or signaling point of interconnection, or the interconnection trunks, links, and facilities established to exchange traffic or directly associated signaling between the Parties' switches and signaling points on its side of the point of interconnection or signaling point of interconnection.