

APPENDIX UNE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. TERMS AND CONDITIONS	4
3. ACCESS TO UNE CONNECTION METHODS.....	8
4. ADJACENT LOCATION	9
5. LIFTING OF UNBUNDLING OBLIGATION ("DECLASSIFICATION").....	10
6. BONA FIDE REQUEST	12
7. NETWORK INTERFACE DEVICE.....	15
8. LOCAL LOOP	16
9. SUB-LOOP ELEMENTS.....	18
10. ENGINEERING CONTROLLED SPLICE (ECS)	24
11. LOCAL CIRCUIT SWITCHING.....	25
12. SHARED TRANSPORT.....	30
13. UNBUNDLED DEDICATED TRANSPORT	35
14. DEDICATED TRANSPORT AND LOOP DARK FIBER.....	36
15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE.....	39
16. CALL-RELATED DATABASES	39
17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS	39
18. CROSS CONNECTS	39
19. PROVISIONS/MAINTENANCE OF UNES	41
20. COMBINATIONS (OTHER THAN "PRE-EXISTING COMBINATIONS" AS SET FORTH IN SECTION 2.11), COMMINGLING, CONVERSIONS AND FACILITIES MODIFICATIONS	43
21. RESERVATION OF RIGHTS.....	43
22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	44

APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

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 CLEC with access to unbundled network elements as specifically defined in this Appendix UNE (UNEs) for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 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, 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **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.
- 1.5 **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.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **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.
- 1.8 **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.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.

- 1.13 **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.
- 1.14 **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.
- 1.15 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.16 **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.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 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 The Appendix sets forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE's** incumbent local exchange areas for the provision of Telecommunications Services by CLEC. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available UNEs and access to UNEs to CLEC in **SBC-13STATE's** incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such UNEs to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE's** incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-13STATE's** incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Appendix, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an **SBC-13STATE** incumbent local exchange area(s) in

the State in which this Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect. Further, the Parties agree that SBC-13STATE is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 5, below, and elsewhere in this Appendix.

- 2.2 SBC-13STATE and CLEC may agree to connect CLEC's facilities with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).
- 2.3 SBC-13STATE will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):
 - 2.3.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.3.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.3.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c);
 - 2.3.4 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 (47 CFR § 51.307(d));
 - 2.3.5 With technical information regarding SBC-13STATE's network facilities to enable CLEC to achieve access to UNEs (47 CFR § 51.307(e));
 - 2.3.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR § 51.309(a));
 - 2.3.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));
 - 2.3.8 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 (47 CFR § 51.313(b)).
 - 2.3.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2)).
 - 2.3.10 Except upon request of CLEC, SBC-13STATE shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC-13STATE offering(s).
- 2.4 As provided for herein, SBC-13STATE will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.5 SBC-13STATE will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.6 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 (47 CFR § 51.311(a), (b)).
- 2.7 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.8 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SBC-13STATE.
- 2.9 Performance of UNEs
 - 2.9.1 Each UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.

- 2.9.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party 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.
- 2.9.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for UNEs from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.
- 2.9.4 CLEC 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.
- 2.10 Qualifying Services Conditions
- 2.10.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs or otherwise) CLEC must continuously meet each of the following:
- 2.10.1.1 CLEC must be a Telecommunications Carrier. CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.
- 2.10.1.2 CLEC must be providing one or more Qualifying Services to either residential or business End Users using that particular UNE.
- 2.10.1.2.1 "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 **SBC-13STATE** (e.g., local exchange services such as POTS and local data service, or access services such as xDSL and hi-capacity circuits).
- 2.10.1.2.1.1 For purposes of this Section, "local" means within the **SBC-13STATE** designated local calling area in which the requested UNE is provided.
- 2.10.1.3 CLEC must be providing that Qualifying Service(s) on a "Common Carrier" basis.
- 2.10.1.3.1 For purposes of determining whether CLEC is providing the Qualifying Service(s) on a "Common Carrier" basis, the phrase "Common Carrier" shall be interpreted as in *National Ass'n. of Regulatory Utility Commissioners v. FCC*, 533 F.2d 601, 608-09 (1976) (*NARUC II*) (CLEC (1) holds itself out to serve indifferently all potential users, and (2) allows its End Users to transmit intelligence of their own design and choosing).
- 2.10.1.3.2 By way of example only, the self-provision of access services used solely as an input to provide a retail interexchange service does *not* qualify as the provision of exchange access on a Common Carrier basis.
- 2.10.2 Where CLEC combines UNEs (including a combination of UNEs with network elements possessed by CLEC or otherwise, each as may be permitted under this Agreement), CLEC must satisfy the Qualifying Services conditions as to each UNE used in the particular combination.
- 2.10.3 Satisfaction of the Qualifying Service(s) conditions is required in addition to any other eligibility criteria that must also be met.
- 2.10.4 By ordering, accessing or using a UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) CLEC continuously represents and warrants that it satisfies the Qualifying Service(s) conditions as to the particular UNE, UNEs or

combination of UNEs. Additionally, CLEC agrees to provide written certification upon **SBC-13STATE** request identifying:

2.10.4.1 the Telecommunications Service it will provide using the UNE; and

2.10.4.2 which core **SBC-13STATE** service the Telecommunications Service directly competes with by providing a detailed description of the Telecommunications Service that will be provided and by designating the core ILEC service(s) with which it competes.

2.10.4.3 This Section 2.10.4 is in addition to any other certification to eligibility criteria that may be required by Section 2.10.5, below, or other provisions hereof.

2.10.5 **SBC-13STATE** has no obligation to provide any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) unless CLEC continuously meets the Qualifying Services conditions for that UNE. If CLEC does not meet the Qualifying Services conditions or, for any reason, stops meeting the Qualifying Services conditions for a particular UNE (whether on a stand-alone basis, or in combination with other UNEs, with a network element possessed by CLEC, or otherwise), CLEC shall not request such UNE or continuing using such UNE. Failure to provide accurate certifications that CLEC is providing a Qualifying Service(s) with such UNE, or to actually provide a Qualifying Service(s) on a "Common Carrier" basis with such UNE, constitutes a material breach of this Agreement. Accordingly, in addition to any other audits or reviews contemplated by this Agreement, **SBC-13STATE** may request and/or review CLEC's Qualifying Services certifications at any time, even after the UNE has been provided to CLEC, and may discontinue providing that UNE(s) (including a combination(s) (as defined herein) including that UNE(s)) upon 90 days' advance written notice to CLEC if CLEC's certifications indicate that it is not using UNE(s) to provide Qualifying Services or if CLEC is, in fact, not using UNE(s) to provide Qualifying Services. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.10 "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(s) with other UNEs, or otherwise, that does not meet the Qualifying Services conditions, including those in this Section 2.10, 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.

2.10.6 CLEC may only use a UNE (whether on a stand-alone basis, in combination(s) with other UNEs, with a network element possessed by CLEC, or otherwise), to provide a Non-Qualifying Service only to the extent that CLEC is permitted such use of that particular UNE by FCC rules and orders.

2.10.6.1 A "Non-Qualifying Service" is a service that is not a Qualifying Service.

2.10.6.2 CLEC may not access any UNE for the sole purpose of providing a Non-Qualifying Service(s).

2.10.7 By way of example, use of a UNE (whether on a stand-alone basis or in combination with other UNEs), with a network element possessed by CLEC or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a UNE to provide a Qualifying Service.

2.11 Pre-Existing Combinations

2.11.1 **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 Network Elements."

2.11.1.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the **SBC-13STATE** UNEs required either

- (1) to convert to a combinations of UNEs-only (which must include Local Loop UNE and ULS) an SBC-13STATE End User, another carrier's pre-existing End User served exclusively using UNEs, or CLEC's or another carrier's resale End User; or
 - (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (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 CLEC'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 2.11.1.1(2)(b) applies only to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant SBC-13STATE local switch, including CLEC's payment of all applicable charges to establish that routing.)
- 2.12 Where processes for any UNE requested pursuant to this Agreement 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.
- 2.13 Notwithstanding anything in this Agreement or in any amendment SBC-13STATE shall have no obligation to provide UNEs beyond those UNEs required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, or where UNEs are not requested for permissible purposes.

3. ACCESS TO UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix UNE, SBC-13STATE shall provide Access to UNE Connection Methods under the following terms and conditions in this subsection
- 3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access to unbundled loops, switch ports, and 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, Unbundled Local Circuit Switching ports, and Unbundled 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 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 UNE, SBC-13STATE shall provide Adjacent Location provision under the following terms and conditions in this subsection.
- 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.

5. LIFTING OF OR NON-EXISTENCE OF UNBUNDLING OBLIGATION ("DECLASSIFICATION")

- 5.1 As used in this Appendix UNE and Agreement, "Declassified" or "Declassification" means the situation where SBC-13STATE is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act, including, but not limited to (a) by operation of either the *Triennial Review Order* released by the FCC on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; or (b) the issuance of a finding by the FCC or a State Commission that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis. Declassification can, for example, occur on an element-specific, route-specific or geographically-specific basis or a class of elements basis.
 - 5.1.1 By way of example only, and without limitation, Declassified elements include any of the following:
 - (i) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within this Appendix UNE's terms applicable to Dedicated Transport or Dedicated Transport Dark Fiber, or Loop Dark Fiber (including, but not limited to entrance facilities); (ii) DS1 Dedicated Transport, DS3 Dedicated Transport, DS1 UNE Loop, DS3 UNE Loop, or Dark Fiber Transport on a route(s) or in an area as to which a State Commission or the FCC finds that requesting Telecommunications Carriers

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

are not impaired without access to such elements; (iii) ULS for Enterprise Customers (as defined in Section 11 of this Appendix UNE); (iv) ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE) in any market in which a State Commission or the FCC finds requesting Telecommunications Carriers are not impaired without access to such element; (v) Local Switching subject to the FCC's four-line carve-out rule as described in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd 3822-31 (1999); (vi) OCn Loops and OCn Dedicated Transport; (vii) the Feeder portion of the Loop; (viii) Line Sharing; (ix) an EEL that does not meet the Mandatory Eligibility Criteria set forth in Section 2.15 of this Appendix UNE; (x) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC's use of **SBC-13STATE**'s ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE); (xi) SS7 signaling that is not provisioned in connection with CLEC's use of **SBC-13STATE**'s ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE); (xii) Packet switching, including routers and DSLAMs; (xiii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xiv) Fiber-to-the-Home Loops (as defined in 47 CFR 51.319(a)(3)) ("FTTH Loops"), except to the extent that **SBC-13STATE** has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case **SBC-13STATE** will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis; or (xv) any element or class of elements as to which a State Commission or the FCC makes a general finding that requesting Telecommunications Carriers are not impaired without access to such element or class of elements.

5.2 CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or subject to Declassification.

5.3 Transitional Provisions for Declassified Elements

5.3.1 In accordance with, but only to the extent required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, **SBC-13STATE** will abide by Declassification transitional procedures for specific elements as set forth in this Appendix UNE, e.g. in Section 8 (Local Loop), Section 11 (Local Circuit Switching), Section 13 (Unbundled Dedicated Transport), Section 14 (Dedicated Transport and Loop Dark Fiber) and elsewhere in this Agreement. With respect to any Declassified element not addressed elsewhere in this Appendix UNE or the Agreement, **SBC-13STATE** will notify CLEC in writing as to any particular element previously made available to CLEC on an unbundled basis that has been or becomes Declassified, as defined herein.

During a transitional period of thirty (30) days from the date of such notice, **SBC-13STATE** agrees to continue providing the Declassified element(s) addressed in the notice to CLEC under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day period, unless CLEC has submitted an LSR or ASR, as applicable, to **SBC-13STATE** requesting disconnection or other discontinuance of the Declassified element(s), **SBC-13STATE** shall convert the subject Declassified element(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as **SBC-13STATE** and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and **SBC-13STATE** have failed to reach agreement as to a substitute service within such thirty (30) day period, then **SBC-13STATE** may disconnect the Declassified element(s).

5.3.1.1 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, with respect to any dark fiber facility that, pursuant to the terms of this Appendix UNE, is (or becomes) a Declassified element, the transition period shall be ninety

(90) days from the date of the aforementioned notice; and provided, further, that unless the Parties have been able to negotiate a suitable transitional services agreement for such dark fiber facility within that ninety (90) day period, SBC-13STATE shall no longer be obligated to provide the Declassified dark fiber facility in question to CLEC.

5.3.1.2 Where the Declassified element(s) are converted to an analogous access service, SBC-13STATE shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC-13STATE's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any Declassified element(s) that CLEC requests SBC-13STATE to disconnect, or that SBC-13STATE disconnects as a result of the Parties' failure to reach agreement on a substitute service.

5.4 The provisions set forth in this Section 5, including but not limited to the Transitional Provisions for Declassified Elements as set forth in Section 5.2, like the other transitional provisions set forth in this Appendix UNE, are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 5 to be implemented or effective as provided above.

6. BONA FIDE REQUEST

6.1 Subject to Section 2 of this Appendix UNE, 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 SNET 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 CLEC 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 CLEC may request SBC-10STATE, SBC NEVADA to provide CLEC access to an additional or new, undefined UNE, that is required to be provided by SBC-10STATE, SBC NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

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 CLEC Handbook. Included with the Application CLEC 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 CLEC is responsible for all costs incurred by SBC-10STATE, SBC NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC 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 may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC 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 CLEC 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 CLEC. 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 CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC 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 CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 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 acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC 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 CLEC 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 CLEC or (ii) advise CLEC 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 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, CLEC 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. CLEC's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of CLEC'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 CLEC will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC 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 CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC 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. CLEC 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 CLEC).

6.3.12 Unless CLEC 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 SNET Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in Item I of Section 6 shall apply to BFRs submitted to **SBC SNET**, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A CLEC 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 CLEC'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 capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, **SBC SNET** 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 SNET** 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 SNET** after **SBC SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SBC SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SBC SNET** receives the written notice of cancellation from CLEC. However, if **SBC SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SBC SNET** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once SBC SNET has received a complete and accurate BFR Application Form.

- 6.4.6 SBC SNET will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 6.4.7 For SBC SNET, 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 Item I of Section 6 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 CLEC may request SBC CALIFORNIA to provide CLEC access to an additional or new, undefined UNE.
- 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 CLEC'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 CLEC 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. CLEC 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 CLEC 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 CLEC 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 CLEC 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 Network Interface Device under the following terms and conditions in this subsection.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 7.2 The Network Interface Device (NID) UNE 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 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 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 NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below (SBC-12STATE) or by tariff (SBC SNET).
- 7.3 SBC-12STATE will permit CLEC to connect its local loop facilities to End Users' premises wiring through SBC-12STATE's NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the SBC-12STATE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC-12STATE based on Time and Material charges. SBC-12STATE, at the request of CLEC, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-12STATE's NID where necessary.
- 7.6 The SBC-12STATE NIDs that CLEC uses under this Appendix will be existing NIDs installed by SBC-12STATE to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect SBC-12STATE's ground. CLEC shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.
- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with SBC-12STATE's NID, can disconnect the End User's wiring from SBC-12STATE's NID and reconnect it to the CLEC's NID..
- 7.9 If CLEC requests any additional type of access to the 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 Section 2 of this Appendix UNE, SBC-13STATE shall provide Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element 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. Therefore, consistent with the applicable FCC rules, SBC-13STATE will make available the UNE 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 loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the 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 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 CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The 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

CLEC 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. CLEC agrees to operate each loop type within applicable technical standards and parameters.

8.2.1 When a local loop is ordered to a high voltage area, the Parties understand and agree that the 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 CLEC's End User. Therefore, any request by CLEC for a local loop to a high voltage area will be submitted by CLEC to SBC-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay SBC-13STATE for any HVPE that is provisioned by SBC-13STATE to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

8.3 The following types of local loops will be provided at the rates, terms, and conditions set forth in this Appendix (SBC-12STATE) or by tariff (SBC-SNET) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-SNET):

8.3.1 2-Wire Analog Loop

8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.3.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested unbundled loop(s) to a spare, existing all-copper or universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, as defined above, SBC-12STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 4-Wire Digital 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.

8.3.4.2 UNE 4-Wire Digital Loops (DS1) will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event 4-Wire Digital Loops (DS1) are or have been Declassified.

8.3.5 DS3 Digital 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 loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than two (2) DS3 UNE loops per requesting carrier to any single End User premise location; accordingly, **SBC-13STATE** may reject CLEC orders for DS3 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 Loops at the same End User premises location. At **SBC-13STATE**'s option it may accept the order, but convert any DS3 Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 In the event of Declassification of 4-Wire Digital Loops (DS1) or DS3 Digital Loops already purchased by CLEC on an unbundled basis from **SBC-13STATE**, **SBC-13STATE** will provide written notice to CLEC of such Declassification. Within 30 days from the date of the written notice, the affected Unbundled Loops will be converted to Special Access product and applicable revised charges and non-recurring charges will apply to CLEC for such product.

8.4.2 Products provided by **SBC-13STATE** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are Declassified.

8.4.3 The Parties agree that activity by **SBC-13STATE** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

9. SUB-LOOP ELEMENTS

9.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide Sub-Loop Elements under the following terms and conditions in this subsection.

9.2 **SBC-12STATE** will provide sub-loop elements as UNEs as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SBC SNET** does not offer Subloop elements under this Agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A 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 Sub-Loop

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" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID" 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 an unbundled subloop network element 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" 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 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 CLEC 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 CLEC may request access to the following copper subloop segments:
- | | |
|---|------------|
| <u>FROM:</u> | <u>TO:</u> |
| 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 CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

9.12 Provisioning

9.12.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

9.12.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.13 Maintenance

9.13.1 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.

9.13.2 CLEC shall isolate trouble to the SBC-12STATE Subloop portion of the CLEC's service before reporting trouble to SBC-12STATE.

9.13.3 SBC-12STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC-12STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.13.4 Once all subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, the CLEC may place a LSR for subloops at this location. Prices at which SBC-12STATE agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

9.13.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC 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 CLEC cabling require replacement, SBC-12STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.14 Subloop Access Arrangements

9.14.1 Prior to ordering subloop facilities, CLEC 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.

9.14.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

9.14.3 Upon receipt of a complete and correct application, SBC-12STATE will provide to CLEC 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 CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

9.14.4 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.

- 9.14.5 Subloop inquiries do not serve to reserve subloop(s).
- 9.14.6 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.
- 9.14.7 CLEC 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.
- 9.14.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.14.9 Except as set forth below in this Section 9.14.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC 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 CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.14.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC-12STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC 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.
- 9.14.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a SBC-12STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into SBC-12STATE's interconnection point.
- 9.14.11 A non-binding CLEC 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 CLEC expects to use.
- 9.14.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.14.13 Unused CLEC 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 CLEC expense.
- 9.14.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.
- 9.15 Subloop Access Arrangement (SAA) Access Points
 - 9.15.1 SAI/FDI, ECS, SPOI, or Terminal
 - 9.15.1.1 CLEC cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge 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. CLEC's Aerial cables should be aircore.
 - 9.15.1.2 The CLEC 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.

- 9.15.1.3 The CLEC 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 CLEC cable at the meet point.
- 9.15.1.4 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.
- 9.15.1.5 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 CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
- 9.15.1.6 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 CLEC facilities for which the CLEC will be charged.
- 9.16 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
 - 9.16.1 SBC-12STATE shall notify CLEC of pending relocation as soon as SBC-12STATE receives such notice.
 - 9.16.2 CLEC shall notify SBC-12STATE of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 9.16.3 SBC-12STATE shall then provide the CLEC 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 CLEC and SBC-12STATE engineer.
 - 9.16.4 CLEC shall notify SBC-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC-12STATE's estimate.
 - 9.16.5 Upon acceptance of the SBC-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC-12STATE of their acceptance of estimate costs.
 - 9.16.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC-12STATE as to the date that SBC-12STATE may remove CLEC's facilities from that SAA. CLEC will pay SBC-12STATE for all costs associated with the removal of the CLEC's SAA.
 - 9.16.7 In the event that CLEC does not respond to SBC-12STATE in time to have their facilities relocated, SBC-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.17 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Subloop Segment
 - 9.17.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC 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"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC 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 CLEC 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:
 - 9.17.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary

box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

9.17.1.2 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 CLEC's ACNA to enable the SBC-12STATE technician the ability to run jumper/cross connect from SBC-12STATE terminal to the intermediary box.

9.17.1.3 LEC agrees that the SBC-12STATE technician shall run the jumper/cross-connect from SBC-12STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access SBC-12STATE Term to NID MTE 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 CLEC's intermediary box.

9.17.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC-12STATE.

9.17.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC-12STATE associated with the intermediary box, CLEC 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 CLEC, providing SBC-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

9.17.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to SBC-12STATE by CLEC via a Local Service Request ("LSR").

9.17.1.7 SBC-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC-12STATE terminal to the CLEC intermediary box. SBC-12STATE must have access to the intermediary box for completion of the order.

9.17.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments in SBC-12STATE only, CLEC 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 CLEC 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 Section 9.17.2, CLEC 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.

9.18 Establishment of Term to NID MTE Subloop Segment When no Intermediary Box is installed

9.18.1 In those instances where CLEC 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 CLEC 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 CLEC 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 9.17.2 above, CLEC 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 CLEC 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 CLEC technician in the CLEC terminal, at a time of CLEC'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 CLEC's terminal.

- 9.18.2 If CLEC 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 CLEC would have full responsibility for terminating the SBC-12STATE cross- connect, SBC-12STATE could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to Section 2 of this Appendix UNE, 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 CLECs 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 CLEC 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, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC 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 CLEC (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 CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.14.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC 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 CLECs 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 CLEC may request SBC-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.
- 10.4.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate SBC-12STATE for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

- 10.4.2.1 CLEC may request SBC-12STATE build an ECS cross-connect junction on which to terminate CLEC'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 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
- 10.4.2.4 CLECs will compensate SBC-12STATE for the charges incurred by SBC-12STATE derived from the CLEC's request for the SCA.

- 10.5 The introduction of an ECS creates the following additional copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. RT	Serving Area Interface or Feeder Distribution Interface
2. RT	Terminal
3. RT	NID

11. LOCAL CIRCUIT SWITCHING

- 11.1 Subject to Section 2 of this Appendix UNE, SBC-12STATE shall provide Unbundled Local Circuit Switching, including tandem switching (ULS) under the following terms and conditions in this subsection. ULS is defined as follows:

- 11.1.1 all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and
- 11.1.2 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.
- 11.1.3 SBC SNET shall provide unbundled local circuit switching pursuant to Sections 18.2.6 (Local Switching), 18.2.7 (Tandem Switching), 18.2.11 (Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Unbundled Network Element-Rebundled Service (UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to SBC-13STATE, application to SBC SNET expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to SBC-12STATE (as well as those applicable to SBC-13STATE) shall apply between SBC SNET and CLEC, unless the Parties otherwise agree.

Nothing in this Appendix UNE nor any other provision of the Agreement obligates SBC SNET to maintain, or otherwise affects any SBC SNET right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and SBC SNET fully reserves its rights with respect thereto.

11.2 ULS for Mass Market Customers

11.2.1 SBC-13STATE shall only provide ULS to CLEC to serve Mass Market Customers in those geographic areas, if any, where ULS has not been Declassified.

11.2.2 "Mass Market Customer" is used herein as in the FCC's *Triennial Review Order*, FCC 03-36 released August 21, 2003 ("Triennial Review Order"), and generally refers to an End User being served by a DS0 loop who is not an Enterprise Market Customer.

11.2.3 Upon a state Commission finding that ULS for Mass Market Customers is or should be Declassified (including that any CLEC impairment could be cured by access on a transitional basis as described in Section 11.2.4 hereof), CLEC in that market shall commit to an implementation plan with SBC-13STATE for the migration of the embedded ULS Mass Market Customer base within 2 months of the state Commission determination as provided for herein.

11.2.3.1 CLEC may no longer obtain access to ULS to serve any Mass Market Customer where ULS has been Declassified 5 months after the state Commission determination. Thereafter, except for the migration period provided for in Section 11.2.3.2 hereof or except, where applicable, on a transitional basis as described in Section 11.2.4 hereof, SBC-13STATE shall not be required to provide, and shall not provide, access to ULS to CLEC for the purpose of serving Mass Market Customers where ULS has been Declassified.

11.2.3.2 CLEC shall submit the orders necessary to migrate its embedded base of Mass Market Customers off of ULS in accordance with the following timetable, measured from the day of the state Commission determination. For purposes of calculating the number of Mass Market Customers who must be migrated, the embedded base of Mass Market Customers shall include all Customers served using ULS that are not Customers being served with transitional ULS as described in Section 11.2.4.

11.2.3.2.1 Month 13 (days 361-390 from date of the state Commission determination): CLEC must submit orders for one-third of all its Mass Market Customers beginning no later than day 361, such that those Customers are migrated by the end of that 390th day;

11.2.3.2.2 Month 20 (days 571-600): CLEC must submit orders for half of its remaining Mass Market Customers beginning no later than day 571, such that those Customers are migrated by the end of that 600th day;

11.2.3.2.3 Month 27 (days 781-810): CLEC must submit orders for its remaining Mass Market Customers beginning no later than day 781, such that those Customers are migrated by the end of that 810th day.

11.2.3.3 CLEC and SBC-13STATE shall jointly submit the details of their implementation plans (which plans shall include the timing and volume of order submission that take into account SBC-13STATE's system capacities, including those for ordering and provisioning, and take into account SBC-13STATE's hot cut processes) for each market to the state Commission within two months of the state Commission's determination that requesting Telecommunications Carriers are not impaired without access to ULS for Mass Market Customers in a given geographic market. CLEC shall also notify the state Commission when it has submitted all of its orders for migration. SBC-13STATE shall notify the state Commission when it has completed the migration.

11.2.3.3.1 This Agreement shall not be required to be amended to reflect the implementation plans, including if such plans are inconsistent with the provisions of this Agreement.

11.2.4 If the state Commission has determined that transitional ("rolling") access would cure, or cures, any impairment with respect to Mass Market Customers in a particular geographic market, SBC-13STATE shall make ULS available to CLEC for 90 days or more, as specified by the state Commission. The time limit set by the state Commission shall apply to each request for access to ULS by CLEC on a per-Customer basis.

11.2.4.1 "Rolling" access means the use of ULS for a limited period of time for each Mass Market Customer to whom CLEC seeks to provide local service. SBC-13STATE shall not be required to provide, and shall not provide, access to ULS to CLEC for the purpose of serving a specific Mass Market Customer after that limited period of time.

11.2.4.2 This Agreement shall not be required to be amended to reflect the implementation of any transitional ("rolling") access. If the Agreement is not amended (and/or until amended), such transitional ("rolling") access shall be provided in accordance with the state Commission's order(s) and the applicable FCC rules and orders.

11.3 ULS for Enterprise Market Customers

11.3.1 SBC-13STATE shall only provide ULS to CLEC to serve Enterprise Market Customers in those geographic areas, if any, for which a state Commission has petitioned the FCC for a waiver and the FCC has granted such waiver, in accordance with 47 CFR § 51.319(d)(3), and then only as required by such waiver.

11.3.1.1 Notwithstanding 11.3.1, SBC-13STATE shall provide ULS for use in serving CLEC's Enterprise Market Customers that were being served by use of ULS as of the Effective Date hereof, until March 31, 2004, by which date CLEC shall have transferred all of its Enterprise Market Customers served by ULS to an alternative arrangement.

11.3.2 "Enterprise Market Customer" is used herein as in the Triennial Review Order and generally refers to an End User being served by DS1 and higher capacity loops or being served at a single location by a number of DS0 loops that exceeds the maximum number of DS0 loops set by the state Commission for the State where the Customer is located.

11.3.3 For purposes of Section 11.3.2, the provider of the loop(s) to the Customer being served by the loop(s) is not relevant to the application of this Section 11.3. By way of examples only, the loop provider may be SBC-13STATE, CLEC, a third party, another Telecommunications Carrier or the customer itself, each without affecting the application of this Section 11.3 or the application of the definition of "Enterprise Market Customer".

11.3.4 Upon written request by SBC-13STATE, CLEC shall be obligated to disclose information, including customer account information sufficient for SBC-13STATE to make determinations under, and apply, the Enterprise Market Customer provisions.

11.3.5 This Section 11.3.5 shall apply in an SBC-13STATE State until the state Commission completes the initial review described in 47 CFR § 51.319(d)(2)(iii)(B)(4).

11.3.5.1 At SBC-13STATE's discretion and upon not less than ninety (90) days' written notice to CLEC, SBC-13STATE may elect to discontinue providing ULS to CLECs serving End-Users with four or more lines or (DSO) equivalents within any territory (each an "Exception Territory") with respect to which SBC-13STATE can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SBC-13STATE has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SBC-13STATE offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC's *Third Report and*

Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

- b) In the Exception Territory where **SBC-1STATE** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices that are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market price ULS under this Section for CLEC End Users involving four or more voice grade (DSO) equivalents or lines.

11.3.5.2 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose information, including customer account information similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.3.5.3 Nothing in this Section 11.3.5 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements (except through use of ULS) to provide additional services to an End User account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.4 Specific Terms and Conditions for Unbundled Local Circuit Switching (ULS)

- 11.4.1 ULS uses routing instructions resident in the **SBC-13STATE** switch to direct all CLEC traffic, except as may be Customized Routed pursuant to this Agreement.
- 11.4.2 Vertical features, CLASS features, and other features, functions, and capabilities loaded and activated in the **SBC-13STATE** switch providing the ULS port are available with ULS. Access to any other features, functions, or capabilities loaded in the **SBC-13STATE** switch but that are not activated, or access to features loaded and activated but which are not offered by the **SBC-13STATE**, including not offered as sought by the requesting CLEC (e.g., a feature offered with one port type but sought for another port type), shall be requested through a Bona Fide Request (BFR). "Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place such that ordering, billing and provisioning wholesale processes have been implemented.
- 11.4.3 **SBC-13STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are loaded and activated in that switch or, as may be provided through the Bona Fide Request process. When CLEC purchases ULS in **SBC-13STATE**, CLEC will be required to designate the features and functions that are to be included on each ULS port.
- 11.4.4 **SBC-13STATE** will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented.
- 11.4.5 ULS as provided by **SBC-13STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 11.4.6 **SBC-13STATE** will control congestion points (such as those caused by radio station call-ins and network routing abnormalities) using appropriate network capabilities. CLEC agrees to respond to **SBC-13STATE**'s notifications regarding network congestion.
- 11.4.7 **SBC-1STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers that have a service using an equivalent switching port.
- 11.4.8 Where the technical capability is available, **SBC-13STATE** will provide usage detail for ULS ports in accordance with and subject to other application provisions of this Agreement. Refer to State

specific Appendix Pricing for charges for daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

- 11.4.9 **SBC-13STATE** will provide CLEC the function of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-13STATE** provides such blocking capabilities to its End Users and to the extent required by Federal and/or State law.
- 11.4.10 Where processes for Unbundled Local Circuit Switching requested, whether alone or in conjunction with any other UNE(s) or service(s), pursuant to this Agreement are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. In so doing, the Parties will comply with any applicable Change Management guidelines.
- 11.5 Customized Routing
- 11.5.1 Subject to switch limitations, Customized Routing is available upon CLEC request via the BFR Process to Customize Route Operator Services, Directory Assistance, and/or other traffic as required by State jurisdiction. CLEC will pay the Customized Routing charges reflected in State-specific Appendix Pricing.
- 11.5.2 "Customized Routing" means the function of designating particular outgoing trunks associated with ULS, to carry certain classes of traffic originating from the CLEC's End Users being served with ULS.
- 11.5.3 Customized Routing of OS/DA with ULS
- 11.5.3.1 CLEC can only mix ULS and custom routing within a **SBC-13STATE** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-13STATE** ULS ports in that **SBC-13STATE** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-13STATE** end office switch, then all End Users served via ULS ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.
- 11.5.3.2 CLEC must provide **SBC-13STATE** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS ports. CLEC will be charged by **SBC-13STATE** for the establishment of each custom route for OS or DA traffic in an end office switch.
- 11.5.3.3 **SBC-13STATE** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.
- 11.5.3.4 CLEC will request custom OS/DA routing for use with ULS other than described in this Section via the Bona Fide Request process.
- 11.5.3.5 Where processes for any Customized Routing requested, whether alone or in conjunction with any other UNE(s) or service(s), pursuant to this Agreement 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.
- 11.6 ULS Usage Sensitive Rate Element
- 11.6.1 Usage sensitive ULS rates will apply according to the rates set forth in Appendix Pricing. Unless otherwise set forth in an Appendix Pricing for a particular State, usage rates will apply to ULS on a per-minute basis. See the Appendix Pricing for the State-specific ULS rates for **SBC-12STATE** and Section 18 of the Connecticut Access Service Tariff for **SBC SNET**.

11.7 Switch Ports

- 11.7.1 Where SBC is obligated to provide ULS, in SBC-13STATE, a Switch Port is a termination point on the end office switch through which ULS is accessed. Switch Ports are provided in various types, each of which provides access to an established set of ULS features, functions and capabilities based on the switch and port type providing the ULS. For SBC-13STATE, the available Switch Ports and their respective rates are reflected in State-specific Appendix Pricing. For SBC SNET, the available Switch Ports and their respective rates are reflected in the Connecticut Access Service Tariff.

12. **SHARED TRANSPORT**

- 12.1 Subject to Section 2 of this Appendix UNE, SBC-12STATE shall provide Unbundled Shared Transport (UST) under the following terms and conditions in this subsection.
- 12.1.1 SBC SNET shall provide unbundled shared transport pursuant to Section 18.2.11 (Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Unbundled Network Element-Rebundled Service (UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to SBC-13STATE, application to SBC SNET expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to SBC-12STATE (as well as those applicable to SBC-13STATE) shall apply between SBC SNET and CLEC, unless the Parties otherwise agree. Nothing in this Appendix UNE nor any other provision of the Agreement obligates SBC SNET to maintain, or otherwise affects any SBC SNET right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and SBC SNET fully reserves its rights with respect thereto.
- 12.1.2 "ULS-ST" is sometimes used to refer to the combined offering of ULS with UST
- 12.2 UST is defined as the transmission facilities shared by more than one carrier, including the relevant SBC-12STATE entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant SBC-12STATE network.
- 12.2.1 SBC-13STATE provides access to unbundled shared transport only to the extent SBC-13STATE is required to provide ULS under the Act, and then only when UST is purchased in conjunction with a ULS port and for use only as required to be permitted by the Act.
- 12.2.1.2 For SBC MIDWEST REGION 5-STATE only, UST is also provided to the extent and as may also be required by the *Memorandum Opinion and Order in Applications of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, For Consent to Transfer Control*, 14 FCC Rcd 14712, 15023-24, App. C, ¶ 56 (1999).
- 12.2.1.2 Unbundled Local Circuit Switching is provided under Section 12 of this Appendix UNE.
- 12.2.1.3 UST is provided on a per-ULS-port basis.
- 12.2.1.4 UST is provided by SBC SNET pursuant to its Connecticut Access Service Tariff. The SBC SNET L-PIC Ability and its other IntraLATA Transmission Capabilities (as defined below) are available hereunder as part of UST, if not provided for in that Tariff.
- 12.2.2 UST also permits, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the SBC-13STATE switch providing that ULS port. SBC-13STATE will not require use of dedicated transport or customized routing to complete calls when using ULS.
- 12.2.2.1 "Common Transport" is defined as those facilities of UST that carry traffic between an end office switch where a ULS port is provided, and the tandem switch where the PIC'd/LPIC'd

interexchange carrier is connected. Please see State-specific Appendix Pricing or tariff, as applicable.

12.2.2.2 "Tandem Switching" is provided only as required as part of ULS. Please see State-specific Appendix Pricing or **SBC 13-STATE** tariff, as applicable.

12.2.3 When UST is purchased, all of CLEC's local traffic between **SBC-13STATE** switches will use UST, and all local CLEC's traffic to non-**SBC-13STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Unbundled Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.2.3.1 In the event **SBC-13STATE** is ordered, required, or otherwise allowed to block CLEC's transiting or other traffic originating from or terminating to a ULS port, provided with or without UST, CLEC shall pay **SBC-13STATE**'s costs of the work performed in establishing such blocking, such costs to be calculated in accordance with the methodology applicable to Bona Fide Requests.

12.2.4 The "Unbundled Shared Transport" rate is a blend of UST and Shared Transport Transit. **SBC-12STATE** reserves the right to seek separate rates for UST and Unbundled Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.2.5 **SBC-13STATE**'s ability to provide UST is limited to existing switch and transmission facilities capacities of the **SBC-13STATE** network.

12.2.6 In providing ULS, **SBC-13STATE** will use the existing **SBC-13STATE** routing tables contained in **SBC-13STATE** switches, as **SBC-13STATE** may change those tables from time to time including after CLEC purchases ULS, including with UST.

12.2.7 **SBC-13STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-13STATE** signaling on a per-call basis.

12.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance between the A and Z locations. To determine the rate to be billed, **SBC-12STATE** will compute the mileage using the method set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4, which is based on the V & H coordinates of the A and Z locations. When the calculation results in a fraction of a mile, **SBC-12STATE** will round up to the next whole mile before determining the mileage and applying rates.

12.4 Intercarrier Compensation for ULS Traffic

12.4.1 Provisions for intercompany compensation for ULS (including with UST) traffic exchanged between **SBC 13-STATE** and CLEC are located in Appendix Intercarrier Compensation.

12.4.2 For the purposes of compensation where CLEC utilizes **SBC-13STATE**'s ULS(including UST), CLEC shall be solely responsible for establishing compensation arrangements(and associated charges) with third party carriers that CLEC originates traffic to and terminates traffic from including traffic carried by Shared Transport-Transit and traffic carried on the IntraLATA Transmission Capabilities. CLEC shall indemnify and defend **SBC-13STATE** against any claims and/or damages that may result from the origination and/or termination of such traffic to and/or from such third parties. **SBC-13STATE** may provide information regarding such traffic to other Telecommunications Carriers or entities as appropriate to resolve traffic compensation issues.

12.5 IntraLATA and InterLATA Toll Use

12.5.1 When UST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC -12STATE** tandem switch(es) and transmission facilities, **SBC -12STATE** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS and UST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC -12STATE** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

- 12.5.2 SBC-12STATE shall make available, upon a ULS port-specific order, the ability to route over SBC-12STATE's existing network "1+" intraLATA calls originating from that ULS port using UST ("L-PIC Ability") for "1+" intraLATA calls placed to points outside of SBC-12STATE's local calling area, but within SBC-12STATE's retail intraLATA toll service area. The L-PIC Ability will be provided from SBC-12STATE's originating end-office where the ULS port is being provided, and consists of use of SBC-12STATE's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC-12STATE's retail end-user customers for whom SBC-12STATE is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of SBC-12STATE's routing code or, if the means exist and are enabled by SBC-12STATE to use CLEC's Carrier Identification Code (CIC) or another CLEC-specific code instead of SBC-12STATE's code, then using CLEC's CIC or that CLEC-specific code.
- 12.5.3 SBC SNET Only: SBC SNET will make available, upon a ULS port-specific order, an L-PIC Ability for "1+" calls placed to points outside of SNET's local calling area, but within SBC SNET's retail intraLATA toll service area. The L-PIC Ability will be provided from SBC SNET's originating end-office where the ULS port is being provided, and consists of use of SBC SNET's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC SNET's retail End Users for whom SBC SNET is the presubscribed intraLATA toll carrier.
- 12.5.3.1 CLEC acknowledges that "1+" calls from SBC SNET ULS ports using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other Telecommunications Carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to SBC SNET shall include such use to the Verizon switches.
- 12.5.3.2 SBC SNET's L-PIC Ability shall be made available to CLEC through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CLEC. The L-PIC Ability is only available to CLEC for a ULS port with UST purchased by CLEC on which the CLEC has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CLEC shall not use any other pseudo-CIC assigned to another Telecommunications Carrier or any other routing code enabled for use in SBC SNET's network. SBC SNET will provide call detail to CLEC on a daily basis consistent with the then-current practices for ULS port usage.
- 12.5.3.3 To be enabled to use the L-PIC Ability, CLEC shall provide a written request to SBC SNET. SBC SNET shall thereafter bill CLEC (and CLEC shall promptly pay to SBC SNET) a one-time \$5,000.00 service charge for assigning and establishing the CLEC's exclusive pseudo-CIC in SBC SNET's systems and switches. CLEC acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CLEC uses the L-PIC Ability. CLEC shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CLEC shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. SBC SNET reserves the right to modify or change the pseudo-CIC code used by CLEC hereunder, with such change effective thirty (30) days after written notice to CLEC of the change.
- 12.5.3.3.1 The L-PIC Ability shall thereafter become available to CLEC in an estimated six (6) weeks after SBC SNET's receipt of payment under Section 12.5.3.3. The Parties agree that in order to implement the updating of SBC SNET's switches with CLEC's pseudo-CIC within the six weeks, CLEC will obtain and

provide its Exchange Carrier Code to SBC SNET upon the execution of this Amendment

12.5.3.4 For intraLATA "0+" operator service calls placed from ULS ports with UST using the L-PIC Ability, which calls are not customized routed, the MOU charge in Section 1.6 shall be charged for call transport. For directory assistance calls placed from ULS ports with UST using the L-PIC Ability, which calls are not customized routed, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in Section 1.6 shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.

12.5.3.5 The price charged for use of the SBC SNET L-PIC Ability is \$0.012199 per Minute of Use ("MOU"). SBC SNET will bill the MOUs to CLEC on a monthly basis for total MOUs on completed calls placed from SBC SNET ULS ports with UST purchased by CLEC, and on which ports CLEC has specifically ordered the pseudo-CIC be used as the LPIC. CLEC acknowledges that SBC SNET's charges to CLEC will be rendered using the rating as set forth in Section 20 of SBC SNET's Connecticut Access Tariff. After rendering a bill to CLEC, SBC SNET will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.

12.5.4 SBC-13STATE shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability or any other IntraLATA Transmission Capabilities (as defined herein). CLEC shall not charge SBC-13STATE for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to SBC-13STATE shall be subject to the Agreement's provisions regarding the termination of toll traffic.

12.5.5 Any other use of the intraLATA interexchange transmission capabilities of UST shall be requested, and associated terms, conditions, and rates established, through the applicable bona fide request process (or its similar counterpart) for SBC-13STATE, unless such use is otherwise already provided for in this Agreement. As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability (as defined herein).

12.5.6 UST shall not affect the routing of any traffic from a ULS port that has a third party carrier's Carrier Identification Code as such port's intraLATA toll provider (LPIC) (e.g., traffic subject to intraLATA presubscription will be delivered to LPIC'd interexchange carrier).

12.6 Application of Usage Sensitive Charges for ULS and UST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 SBC-12STATE will charge CLEC using SBC-12STATE's UST a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an SBC-12STATE end office or to/from a non-SBC-12STATE end office.

12.6.3 The charges for UST are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Access Service Tariff for SBC SNET.

12.6.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SBC-12STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC-12STATE will round up to the next whole mile before determining the mileage and applying rates.

12.6.5 Intraswitch Calls - (calls originating and terminating in the same switch, i.e., the same 11- digit Common Language Location Identifier (CLLI) end office):

12.6.5.1 Unless otherwise provided for a State as set forth in its associated and applicable Appendix Pricing, CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-12STATE** End User, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch. SS7 Signaling will be charged, where applicable.

12.6.5.2 CLEC will be charged ULS-O usage charges for a Centrex Line Port, where available, ULS intercom call in which CLEC's End User dials from one Centrex Line Port station to another Centrex-like station in the same common block defined system. SS7 Signaling will be charged, where applicable.

12.6.5.3 **SBC 12STATE** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC-purchased ULS port.

12.6.6 Interswitch Calls – (calls that are not intraswitch calls):

12.6.6.1 Local Calls

12.6.6.1.1 General Principles

12.6.6.1.1.1 When a call originates from a CLEC-purchased ULS port with UST, CLEC will be charged ULS-O usage and SS7 signaling charges where applicable. If the call routes over UST, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges and SS7 signaling.

12.6.6.1.1.2 The Parties agree that **SBC-12STATE** will not be required to record and will not bill actual tandem switching usage for calls carried by UST that are not handed off to the separate network of a PIC/LPIC carrier. Rather, CLEC will be charged the rate shown on Appendix Pricing of unbundled shared transport Prices labeled "ULS Blended Transport," (or similarly labeled) for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.6.1.1.3 When a call terminates to a CLEC-purchased ULS port, CLEC will pay ULS-T usage charges.

12.6.6.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS ports (including with UST) are set forth in the CLEC Handbook.

12.6.6.2 IntraLATA and InterLATA Toll Calls

12.6.6.2.1 General Principles

12.6.6.2.1.1 When the L-PIC Ability is not specified for use with a ULS port with UST, "1+" intraLATA calls originating from that ULS port will be routed to the CLEC's designated End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call originates from an ULS port with UST, it will be routed to the CLEC's designated End User's interLATA (PIC) choice.

12.6.6.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS port with UST, **SBC -12STATE** will not charge originating access charges to CLEC or the IXC except that **SBC-12STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-12STATE** as its transport provider.

12.6.6.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC - purchased ULS port with UST, SBC-12STATE will not charge terminating access to CLEC or the IXC except that SBC-12STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-12STATE as its transport provider.

12.6.6.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS ports with UST are set forth in the CLEC Handbook.

12.6.6.3 Toll Free Calls

12.6.6.3.1 When CLEC uses ULS Ports to initiate a 1-800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866) call, SBC-12STATE will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the ULS-O charge and SS7 transport (where applicable) per this Agreement and applicable State-specific Appendix Pricing. If any such call is routed to an SBC-12STATE tandem switch, SBC-12STATE will also charge Common Transport and Tandem Switching usage charges.

13. **UNBUNDLED DEDICATED TRANSPORT**

13.1 Subject to Section 2 of this Appendix UNE, SBC-12STATE shall provide Unbundled Dedicated Transport under the following terms and conditions in this subsection.

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 CLEC network or the location of CLEC 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. [47 CFR 51.319(e)]

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 Unbundled Dedicated Transport: Unbundled Dedicated Transport ("UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this agreement, SBC SNET 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 CLEC 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. Multiplexing is only available when ordered at the same time as Unbundled Dedicated Transport.

13.3.4.3 Other Optional features are outlined in Appendix Pricing.

13.3.5 UDT "CAPS"

13.3.5.1 CLEC 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 CLEC orders for DS3 UDT circuits once CLEC has reached this capacity. Further, even if **SBC-12STATE** accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of DS3 UDT circuits along the route. At **SBC-13STATE**'s option it may accept the order, but convert any UDT DS3 circuit(s) in excess of the cap at any time, and all applicable charges and non-recurring charges will apply to CLEC for such circuit(s) as of the date of provisioning.

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC 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 CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity, **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 In the event of Declassification of a route for which CLEC has purchased UDT from **SBC-12STATE**, **SBC-12STATE** will provide written notice to CLEC of Declassification of the route. Within 30 days from the date of the written notice, the affected UDT will be converted to an Special Access product and all applicable charges will apply to CLEC for such product.

13.5.2 Products provided by **SBC-12STATE** in conjunction with UDT (e.g. Cross-Connects) shall also be subject to prices under this Section 13.5 where UDT is Declassified.

13.5.3 The Parties agree that activity by **SBC-12STATE** under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.6 Once during each year of the Agreement's Term, or upon reasonable request, CLEC shall provide to **SBC-12STATE** (or, upon **SBC-12STATE**'s request to the Commission) written information regarding

13.6.1 its ability to self-deploy transport facilities;

13.6.2 its actual self-deployment of transport facilities; and/or

13.6.3 the availability of transport from providers other than CLEC or **SBC-12STATE** with regard either to specific routes or to specifically defined geographical areas.

14. **DEDICATED TRANSPORT AND LOOP DARK FIBER**

14.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide unbundled dedicated transport dark fiber and loop dark fiber under the following terms and conditions in this subsection.

14.2 In **SBC-12STATE**, unbundled 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. Dark fiber transport consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, **SBC SNET** does not offer dedicated transport dark fiber or loop dark fiber

under this Agreement; rather, unbundled dedicated transport dark fiber and loop dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3 Dedicated Transport Dark Fiber

14.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC-12STATE will provide a dedicated transport dark fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Dedicated transport dark fiber is defined as SBC-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC-12STATE's network, connecting SBC-12STATE switches or wire centers within a LATA. Dedicated transport dark fiber does not include transmission facilities between the SBC-12STATE network and the CLEC network or the location of CLEC equipment. SBC-12STATE will offer dedicated transport dark fiber to CLEC when CLEC has collocation space in each SBC-12STATE CO where the requested dedicated transport dark fiber(s) terminate.

14.4 Loop Dark Fiber

14.4.1 At unbundled loop dark fiber segments in locations where loop dark fiber has not been Declassified, SBC-12STATE will provide a loop dark fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. 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 CLEC when CLEC has collocation space in the SBC-12STATE CO where the requested loop dark fiber terminates.

14.4.2 By tariff (SBC-SNET)

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dedicated transport dark fiber and loop dark fiber will be provided as is. No conditioning will be offered. Spare 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 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. CLEC will not obtain any more than 25% of the spare 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 dedicated transport dark fiber and loop dark fibers. Spare 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 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 CLECs request dedicated transport dark fiber and loop dark fiber.

14.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber and Loop Dark Fiber

- 14.7.1 The minimum number of dedicated transport dark fiber and loop dark fiber strands that CLEC can order is one, and dedicated transport dark fiber and loop dark fiber strands must be ordered on a strand-by-strand basis. The maximum number of dedicated transport dark fiber and loop dark fiber strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber and loop dark fiber in the segment requested. Should spare 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 CLEC wishes to request dedicated transport dark fiber and loop dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC 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 dedicated transport dark fiber and loop dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dedicated transport and loop dark fiber.

- 14.7.3 Dedicated transport dark fiber and loop dark fiber will be assigned to CLEC 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 dedicated transport dark fiber or loop dark fiber. When CLEC submits the ASR, the ASR will be processed and the 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 Dedicated Transport Dark Fiber and Loop Dark Fiber

- 14.8.1 Right of revocation of access to dedicated transport dark fiber and loop dark fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, **SBC-12STATE**'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber or loop dark fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

- 14.8.2 Should CLEC 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 CLEC's access to the 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 CLEC the right to use dedicated transport dark fiber and loop dark fiber, whether or not the dedicated transport dark fiber and loop dark fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the 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 Dedicated Transport Dark Fiber and Loop Dark Fiber

- 14.9.1 The demarcation point for 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. CLEC access is provided via collocation.

14.10 Installation and Maintenance for 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. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

14.11 Declassification Procedure

14.11.1 In the event of Declassification of dedicated transport dark fiber or loop dark fiber or of a route for which CLEC has purchased Unbundled dedicated transport dark fiber from SBC-12STATE, SBC-12STATE will provide written notice to CLEC of Declassification of the route. Within 30 calendar days from the date of the written notice, provision of the affected dedicated transport dark fiber and/or loop dark fiber to CLEC will be terminated without further obligation of SBC-12STATE.

14.11.2 Products provided by SBC-12STATE in conjunction with Unbundled dedicated transport dark fiber or loop dark fiber, if any, shall also be subject to termination under this Section 14.11 where UDT or Loop is Declassified.

14.11.3 The Parties agree that activity by SBC-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Once during each year of the Agreement's Term, or upon reasonable request, CLEC shall provide to SBC-12STATE (or, upon SBC-12STATE's request to the Commission) written information regarding

14.12.1 its ability to self-deploy transport facilities;

14.12.2 its actual self-deployment of transport facilities; and/or

the availability of transport from providers other than CLEC or SBC-12STATE with regard either to specific routes or to specifically defined geographical areas.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). 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 on an unbundled basis 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 CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 Subject to Section 2 of this Appendix UNE, SBC-13STATE shall Cross Connects under the following terms and conditions in this subsection.

18.2 The cross connect is the media between the SBC-7STATE UNE and a CLEC 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 CLEC to connect the SBC-7STATE UNE to other UNES or to the CLEC's own facilities. Where SBC-7STATE has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE UNE and another SBC-7STATE UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNES.

- 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 SNET refer to the applicable state tariff.
- 18.4 The applicable Loop cross connects to point of access for the purpose of CLEC 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 CLEC 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 CLEC connecting a SBC SOUTHWEST REGION 5-STATE and SBC NEVADA Loop UNE to a CLEC'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 dedicated transport cross connects for the purpose of CLEC connecting an SBC SOUTHWEST REGION 5-STATE and SBC NEVADA dedicated transport UNE to a CLEC'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 CLEC connecting an SBC SOUTHWEST REGION 5-STATE and Port UNE to a CLEC'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 CLEC connecting a SBC CALIFORNIA Loop, UDT or Port UNE to a CLEC'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 Port UNEs 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 CLEC combining a SBC CALIFORNIA Loop with a CLEC'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 CLEC combining a SBC CALIFORNIA Port with a CLEC'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 UNE platform, from UNE Loops to UNE Ports for the purpose of combining a SBC-7STATE 2 -Wire Loop *with a SBC-7STATE 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, CLEC 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 CLEC through the use of those UNEs.
- 19.3 Where UNEs provided to CLEC 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 CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC 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

* Sections 19.9 and 19.11 through 19.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

- 19.5 CLEC'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 CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 19.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any SBC-13STATE provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order UNEs. These requests will be processed by SBC-13STATE, and CLEC 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 CLEC using SBC-13STATE provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC 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 CLEC 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 CLEC 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 CLEC a Maintenance of Service Charge (MSC) when CLEC 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 materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC 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 CLEC 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 CLEC 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 CLEC requests or approves an SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC 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, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.

19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC 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. **COMBINATIONS (OTHER THAN "PRE-EXISTING COMBINATIONS" AS SET FORTH IN SECTION 2.11), COMMINGLING, CONVERSIONS AND FACILITIES MODIFICATIONS**

The Parties acknowledge and agree that this Agreement, including this Appendix, contains no terms and conditions pertaining to:

- (a) Combinations of UNEs where SBC-13STATE is to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (for purposes of this Section 20(a), the term "Combinations" does not include "Pre-Existing Combinations" as set forth in Section 2.11);
- (b) Conversion of a wholesale service or group of wholesale services to the equivalent UNE, or combination of UNEs (such as, by way of example only, conversions of special access services to combinations of UNE loop and UNE dedicated transport);
- (c) Commingling, or the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC 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, or where SBC-13STATE is to perform the functions necessary to commingle; or
- (d) Modification by SBC-13STATE of facilities used or to be used by CLEC;

and, as such, SBC-13STATE is not obligated (i) to provide or perform Combinations to or for CLEC, (ii) to provide, perform or permit Conversions (such as, by way of example only, conversions of special access services to combinations of UNE loop and UNE dedicated transport) to, for or by CLEC, (iii) to provide, perform or permit Commingling to, for or by CLEC, or (iv) to provide or perform Facilities Modifications to or for CLEC. CLEC understands that this Agreement, including this Appendix, does not contain such terms and represents that such terms are not required for CLEC's business operations.

21. **RESERVATION OF RIGHTS**

21.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC released its Triennial Review Order on August 21, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed

Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC issued its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760, (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183), (rel. June 2, 2000), in CC Docket 96-98 (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action, including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation; construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX WHITE PAGES

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SERVICE PROVIDED.....	4
3. USE OF SUBSCRIBER LISTING INFORMATION.....	6
4. PRICING	7
5. LIABILITY	7
6. BREACH OF CONTRACT.....	7
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	8

APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing unbundled switched ports for End User Listings in White Page directories 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, 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **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.
- 1.5 **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.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **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.
- 1.8 **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.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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.

- 1.14 **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.
- 1.15 **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.
- 1.16 **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.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.
 - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such

listings at SBC-13STATE tariff rates. An additional monthly charge at SBC-13STATE's tariff rate applies when CLEC wishes to list an End User in SBC-13STATE's Directory Assistance database but does not wish to have its End User listed in SBC-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC-13STATE's White Pages directory for a monthly charge at SBC-13STATE's tariff rate for those non-published, non-listed services.

2.4.1.1 In SBC SOUTHWEST REGION 5-STATE switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.

2.5 CLEC shall furnish to SBC-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-13STATE may require to prepare and print the alphabetical listings of said directory.

2.6 CLEC will provide accurate subscriber listing information of its subscribers to SBC-13STATE via a mechanical or manual feed of the directory listing information to SBC-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC-13STATE's subscriber listing information. CLEC shall furnish to SBC-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-13STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Sixty (60) calendar days prior to the directory close date for a particular directory, SBC-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each SBC-8STATE CLEC End User.

2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, SBC MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to SBC MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 In SBC-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC-8STATE's White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's subscribers during the annual delivery of newly published directories.

2.7.1.1 SBC-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 SBC SNET White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

- 2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLECs' End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE**'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, pursuant to Section 2.1 of this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE**'s subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s White Pages directory, **SBC-13STATE**'s directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 SBC-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC-13STATE.

4. PRICING

- 4.1 SBC-7STATE will deliver one copy per primary End User listing of SBC-7STATE White Pages, as described in Section 2.7 above, at no charge. SBC-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for SBC SNET White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 SBC MIDWEST REGION 5-STATE - The rates, if any, for SBC MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with SBC MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (and/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 any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by SBC-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and

void with respect to any issue of **SBC-13STATE's** White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no Third Party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of Agreement; amendments and modifications; and entire Agreement.

**APPENDIX WP
 EXHIBIT 1
 SBC ARKANSAS**

Directory White Pages Price Sheet				
Directory	Price per single sided informational page			
Little Rock	\$964.44			
Ashdown	\$178.60			
Batesville	\$178.60			
Benton	\$178.60			
Blytheville	\$178.60			
Conway	\$178.60			
El Dorado	\$178.60			
Eureka Springs	\$178.60			
Fayetteville	\$178.60			
Forrest City	\$178.60			
Fort Smith	\$178.60			
Haber Springs	\$178.60			
Helena	\$178.60			
Hope	\$178.60			
Hot Springs	\$178.60			
Jonesboro	\$178.60			
Lonoke	\$178.60			
Mena	\$178.60			
Monticello	\$178.60			
Nashville	\$178.60			
Newport	\$178.60			
Osceola	\$178.60			
Pine Bluff	\$178.60			
Searcy	\$178.60			
Warren	\$178.60			
West Memphis	\$178.60			
Brinkley	\$61.59			
Hamburg	\$61.59			
Lake Village	\$61.59			

**APPENDIX WP
EXHIBIT 1
SBC KANSAS**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$1,905.11	
Lawrence			\$1,905.11	
Topeka			\$1,905.11	
Wichita			\$1,905.11	
Abilene			\$115.58	
Arkansas City			\$115.58	
Atchison			\$115.58	
Dodge City			\$115.58	
Butler/Greenwood			\$115.58	
Emporia			\$115.58	
Fort Scott			\$115.58	
Garden City			\$115.58	
Great Bend			\$115.58	
Hays			\$115.58	
Hutchinson			\$115.58	
Leavenworth			\$115.58	
Liberal			\$115.58	
Manhattan			\$115.58	
McPherson			\$115.58	
Newton			\$115.58	
Ottawa			\$115.58	
Salina			\$115.58	
Wellington			\$115.58	
Beloit			\$90.80	
Cheney			\$90.80	
Clay Center			\$90.80	
Colby			\$90.80	
Concordia			\$90.80	
Ellsworth			\$90.80	
Herington			\$90.80	
Marysville			\$90.80	
Norton			\$90.80	
South Central KS			\$90.80	
Southeast KS			\$90.80	

**APPENDIX WP
EXHIBIT 1
SBC MISSOURI**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	

**APPENDIX WP
EXHIBIT 1
SBC OKLAHOMA**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			\$2076.92	
Oklahoma City			\$2076.92	
Green Country			\$2076.92	
Okmulgee			\$2076.92	
Tulsa Business			\$2076.92	
Tulsa Residence			\$2076.92	
Bartelsville			\$241.17	
Enid			\$241.17	
Lawton			\$241.17	
Muskogee			\$241.17	
Stillwater			\$241.17	
Ada			\$100.80	
Altus			\$100.80	
Southeast Oklahoma			\$100.80	
Ardmore			\$100.80	
N Seminole Area			\$100.80	
Chandler			\$100.80	
Duncan			\$100.80	
Lake Texoma			\$100.80	
Land of Lakes			\$100.80	
Mcalister			\$100.80	
Pauls Valley			\$100.80	
Ponca City			\$100.80	
Sallisaw			\$100.80	
Spiro			\$100.80	
Tahlequah/Westville			\$100.80	
Western Okla. Regional			\$100.80	
Woodward			\$100.80	

APPENDIX CH

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. CLEARINGHOUSE DESCRIPTION	4
3. QUALIFYING MESSAGE CRITERIA	4
4. RESPONSIBILITIES OF THE PARTIES	5
5. PROCESSING CHARGE.....	5
6. BILLING CHARGE	5
7. SETTLEMENT REPORT	5
8. RETROACTIVE AND LOST MESSAGES.....	6
9. LIMITATION OF LIABILITY	6
10. DISCLAIMER OF WARRANTIES	6
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	6

APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 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, 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **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.
- 1.5 **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.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** on the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **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.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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.
- 1.14 **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.

- 1.15 **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.
- 1.16 **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.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC SNET**, is **technically infeasible in SBC SNET**.

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 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 CLEC agrees to indemnify and hold SBC SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring 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 CLEC 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 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third

party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX HOSTING

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS.....	4
3. RESPONSIBILITIES OF THE PARTIES.....	6
4. DESCRIPTION OF BILLING SERVICES.....	6
5. BASIS OF COMPENSATION.....	8
6. TERM OF AGREEMENT.....	8
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	8

APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC MIDWEST REGION 5-STATE** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 **SBC SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses **SBC SNET** as its CMDS HOST. The LEC-LINK service is de-regulated in **SBC SNET**.
 - 1.3.1 CLECs interested in CMDS Hosting by **SBC SNET** may contact:
SBC SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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.
- 1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** on the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **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.

- 1.11 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 SBC SNET - As used herein, SBC SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.24 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.
- 1.25 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.
- 1.26 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.

2. DEFINITIONS

- 2.1 "Belcore Client Company Calling Card and Third Number Settlement System" (BCC CATS) - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer

of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

- 2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.3 **"Direct Participants" (DP)** – the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
 - 2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.3.22 The Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **"Full Status Revenue Accounting Office" (RAO)** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **"In Region Hosting" (SBC SOUTHWEST REGION 5-STATE only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.
- 2.7 **"Intercompany Settlements" (ICS)** - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **"Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs)** - facilities-based providers of local telecommunication services.

- 2.9 "Message Distribution" (Transmission) is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 "Non-Intercompany Settlement (NICS)" (SBC MIDWEST REGION 5-STATE only) is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.
- 2.11 "Non-Full Status Revenue Accounting Office" (RAO) - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (SBC-7STATE) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.
- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 (SBC-7STATE only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

- 4.1 (SBC MIDWEST REGION 5-STATE) Monthly Billing
- 4.1.1 Each month, SBC MIDWEST REGION 5-STATE shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
- 4.1.1.2 ICS settlement processing fee
- 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
- 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 SBC MIDWEST REGION 5-STATE shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 SBC MIDWEST REGION 5-STATE shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

- 4.1.5 CLEC must provide SBC MIDWEST REGION 5-STATE a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). SBC MIDWEST REGION 5-STATE advise Telcordia Technologies to convert the RAO code.
- 4.1.6 CLEC subscribing to Hosting services with SBC MIDWEST REGION 5-STATE prior to the effective date of this agreement and sharing an SBC MIDWEST REGION 5-STATE RAO may continue this service using SBC MIDWEST REGION 5-STATE RAO. One exception is when the CLEC is providing Hosting service using SBC MIDWEST REGION 5-STATE as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7 If access records are received from the CMDS system, SBC MIDWEST REGION 5-STATE shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC MIDWEST REGION 5-STATE and CLEC shall send/receive data in EMI format. SBC MIDWEST REGION 5-STATE and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to SBC MIDWEST REGION 5-STATE any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC MIDWEST REGION 5-STATE and the charges therefore deducted for reimbursement amount owing to SBC MIDWEST REGION 5-STATE. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.2 (SBC MIDWEST REGION 5-STATE) INTERCOMPANY SETTLEMENT (ICS)
 - 4.2.1 SBC MIDWEST REGION 5-STATE will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1 The call must be transported by a LEC.
 - 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
 - 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.
 - 4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3 (SBC MIDWEST REGION 5-STATE) NON-INTERCOMPANY SETTLEMENT (NICS)
 - 4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC, or messages originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State. For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
 - 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
 - 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
 - 4.3.4 CLECs subscribing to Hosting services with SBC MIDWEST REGION 5-STATE prior to the effective date of this agreement and sharing an SBC MIDWEST REGION 5-STATE RAO, may continue this

service using **SBC MIDWEST REGION 5-STATE's** RAO. One exception is when the CLEC is providing Hosting service using **SBC MIDWEST REGION 5-STATE** as an intermediary. In this situation, a Full Status RAO is required.

- 4.3.5 For calls originating and billing within a non- **SBC MIDWEST REGION 5-STATE** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 In **SBC SOUTHWEST REGION 5-STATE**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.
- 5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).
- 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.
- 5.2 (**SBC MIDWEST REGION 5-STATE** only)- CLEC shall pay a one-time set-up charge, half (1/2) due at contract signing and half (1/2) due with first billing and for services as set forth in Appendix Pricing.
- 5.3 (**SBC MIDWEST REGION 5-STATE** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier
SBC MIDWEST REGION 5-STATE

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.
5. System Embargo:
 - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.