

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 As used herein, **SBC-SWBT**, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC**, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA**, means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

- 1.10 The prices, terms, and conditions herein are not applicable in SNET. SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.11 SBC-12STATE agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from SBC-12STATE's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-12STATE's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-986 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term "**Digital Subscriber Line**" ("**DSL**") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 "**High Frequency Portion of the Loop**" ("**HFPL**") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band

frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. SBC-12STATE shall only make the HFPL available to CLEC in those instances where SBC-12STATE also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

- 2.5 A loop technology that is “**presumed acceptable for deployment**” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “**non-standard xDSL-based technology**” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “**Continuity**” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “**Proof of Continuity**” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “**xDSL Capable Loop**” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “**Acceptance Testing**” shall be defined as the joint testing for xDSL loops between SBC-12STATE’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “**Line Share Turn-Up Test**” shall be defined as the testing for HFPL by SBC-12STATE as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“**Plan of Record**” or “**POR**”) refers to SBC-12STATE’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.13 The “**Splitter**” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly

integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

- 2.14 **"Digital Subscriber Line Access Multiplexer" ("DSLAM")** is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. **GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS**

- 3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes SBC-12STATE's HFPL offering unless otherwise noted.
- 3.2 SBC-12STATE will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. SBC-12STATE will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-12STATE does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 SBC-12STATE shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-12STATE has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SBC-12STATE and the state commission before or at the time of its request to deploy such technology within SBC-12STATE. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or SBC-12STATE, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC-12STATE facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 For any technology, CLEC's use of any SBC-12STATE network element, or its own equipment or facilities in conjunction with any SBC-12STATE network element, will not materially interfere with or impair service over any facilities of SBC-12STATE, its affiliated companies or connecting and concurring carriers involved in SBC-12STATE services, cause damage to SBC-12STATE's plant, impair the privacy of a communications carried over SBC-12STATE's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-12STATE 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 element(s) causing the violation. Subject to Section 9.3 for HFPL, SBC-12STATE will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC-12STATE does not believe the CLEC has made the sufficient showing of harm, or if

CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by SBC-12STATE must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnatee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications
- 3.7.2 service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., SBC-12STATE) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.7.3 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.4 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours.

Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.5 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnatee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnatee's liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. **UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS**

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify SBC-12STATE as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop: A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

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

- 4.1.4 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.5 Sub-Loop: In locations where SBC-12STATE has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-12STATE will make the following options available to CLEC:
- 4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting SBC-12STATE to make copper facilities available (subject to Section 4.6 below).
- 4.1.5.2 The CLEC has the option of collocating a DSLAM in SBC-12STATE's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at SBC-12STATE RTs, SBC-12STATE will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-12STATE has placed a DSLAM in the RT, SBC-12STATE must unbundle and provide access to its packet switching. SBC-12STATE is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in SBC-12STATE's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.
- 4.1.6 When SBC-12STATE is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide SBC-12STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall

provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes.

4.1.6.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

- 4.2 When SBC-12STATE traditional retail POTS services are disconnected, SBC-12STATE will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to Appendix Pricing. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 SBC-12STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC-12STATE is not the retail POTS provider.
- 4.5 CLEC may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, SBC-12STATE shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SBC-12STATE splitters. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Appendix.
- 4.6 SBC-12STATE shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-12STATE shall be under no obligation to provide HFPL where SBC-12STATE is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay SBC-12STATE for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.

- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify SBC-12STATE as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify SBC-12STATE. Likewise, SBC-12STATE will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-12STATE will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 SBC-12STATE will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.8.1 Upon request by CLEC, SBC-12STATE will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC-12STATE will provide a loop to support the new technology for CLEC as follows:
- 4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then SBC-12STATE will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of

supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if SBC-12STATE or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC-12STATE or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC-12STATE or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. SBC-12STATE will not impose its own standards for provisioning xDSL services. However, SBC-12STATE will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually collocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, provided however that SWBT reserves the right to withdraw this voluntary offer upon a minimum of 6-months notification to CLEC.. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area

accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with SBC-12STATE's Operational Support Systems ("OSS").

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

5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE will install the splitter in an SBC-12STATE bay and SBC-12STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12STATE Operations Support Systems ("OSS").

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

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

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: SBC-12STATE will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SBC-12STATE's Plan of Record. In the interim, loop makeup data will be provided as

set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-12STATE is providing any other CLEC and/or SBC-12STATE's retail operations or its advanced services affiliate.

- 6.2 Loop Pre-Qualification: Subject to 6.1 above, SBC-12STATE's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SBC-12STATE will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, SBC-12STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-12STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in SBC-12STATE's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

- 6.4 All three categories of loop qualification are subject to the following:
- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
 - 6.4.2 If a CLEC elects to have SBC-12STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-12STATE's affiliate, whichever is less.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-12STATE perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.
 - 6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, SBC-12STATE is not required to condition the loop. However, should SBC-12STATE refuse the CLEC's request to condition a loop, SBC-12STATE will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: SBC-12STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-12STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning SBC-12STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet

the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

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

7.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 For CLEC orders of more than 20 xDSL-capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 15 business days, or as agreed upon by the Parties.

7.3.3 The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.

7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.3.6 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be 3 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

- 7.3.7 For CLEC orders of 25 to 48 HFPL per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be 6 business days or as agreed upon by the parties.
- 7.3.8 For CLEC orders of 48 up to 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 7 business days, or as agreed upon by the Parties.
- 7.3.9 For CLEC orders of more than 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.10 The provisioning and installation intervals for the HFPL UNE where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.
- 7.3.11 For CLEC order of more than 24 HFPL per order or per end user location where conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.12 For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.13 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.3.14 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist

cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

- 8.1 SBC-12STATE and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When SBC-12STATE provides HFPL, continuity is generally assumed as SBC-12STATE retail POTS service is operating at the time of the order. Generally, SBC-12STATE would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, SBC-12STATE will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
 - 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
 - 8.3.1 Upon delivery of a loop to/for the CLEC, SBC-12STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
 - 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC-12STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
 - 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-12STATE field technician will not perform a short or open circuit due to technical limitations.
 - 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide SBC-12STATE with a confirmation number and SBC-12STATE will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
 - 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all

reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-12STATE will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide SBC-12STATE with a confirmation number and SBC-12STATE will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, SBC-12STATE will still close the order. SBC-12STATE will not complete an order that fails Acceptance Testing.

- 8.3.4 Until such time as the CLEC and SBC-12STATE agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, SBC-12STATE agrees that should the CLEC open a trouble ticket and an SBC-12STATE network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an SBC-12STATE fault), SBC-12STATE, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 SBC-12STATE will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC-12STATE may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SBC-12STATE error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request SBC-12STATE to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional

testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

- 8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.5 Cooperative Testing: (**SBC-13STATE**)

<u>REGION</u>	<u>TARIFF</u>
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

- 8.5.1 **SBC-13STATE** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

- 8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

- 8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5.4 Cooperative Testing Procedure:

- 8.5.4.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

- 8.5.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.

- 8.5.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the

problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another cooperative testing.

8.5.4.4 SBC-13STATE will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC-13STATE may then close the trouble ticket, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed.

8.6 The charges for Acceptance and Cooperative Testing are provided in Appendix PRICING and/or the applicable tariff.

8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.7 Line Sharing Turn-Up Testing Procedures:

8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by SBC-12STATE's central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.7.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

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

- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-12STATE shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC-12STATE shall attempt to notify the end user and CLEC for permission any time SBC-12STATE repair effort has the potential of affecting service on the broadband portion of the loop. SBC-12STATE may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 9.3 SBC-12STATE will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals SBC-12STATE provides its advanced services affiliates for the HFPL.
- 9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to SBC-12STATE and the problem is determined to be in the CLEC's network, the CLEC will pay SBC-12STATE the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.3.2 SBC-owned line splitters:
- 9.3.2.1 SBC-12STATE will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SBC-12STATE provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the SBC-12STATE central office.
- 9.3.3 CLEC-owned line splitters:
- 9.3.3.1 If SBC-12STATE isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, SBC-12STATE will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.
- 9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or SBC-12STATE, the

contacted Party will notify the other and provide contact names prior to SBC-12STATE "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

- 9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SBC-12STATE to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, SBC-12STATE will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, SBC-12STATE will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 An SBC-12STATE will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to SBC-12STATE facilities and hereby agrees to release, defend and indemnify SBC-12STATE, and hold SBC-12STATE harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against SBC-12STATE by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 SBC-12STATE will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-

requested testing by SBC-12STATE beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-12STATE.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise SBC-12STATE of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-12STATE as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-12STATE. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 SBC-12STATE agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC-12STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-12STATE shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, SBC-12STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC-12STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-12STATE and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-12STATE will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, SBC-12STATE and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-12STATE and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, 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. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Agreement which makes available the HFPCL and associated rates, terms and conditions, neither Party waives any of its rights with respect to such Orders. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Orders or any other proceeding, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 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 LIDB and CNAM – AS

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APPENDIX LIDB and CNAM - AS**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AMERITECH, SNET, and NEVADA do not own a LIDB. Additionally, SNET does not own a Calling Name (CNAM) Database. Both AMERITECH and SNET obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using AMERITECH's and/or SNET's unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and AMERITECH and/or SNET. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SNET DG.
- 1.3 NEVADA obtains data storage and administration for LIDB and CNAM Database from PACIFIC, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using NEVADA's unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to NEVADA's network pursuant to an Interconnection Agreement between Nevada and CLEC. Data storage and administration for all other data on PACIFIC's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and PACIFIC.
- 1.4 Any use of the possessive in this Agreement as applied to AMERITECH, SNET, and NEVADA will not indicate ownership but shall have the relationship described in this Section 1.4.
- 1.5 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

- 1.6 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 As used herein, SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.
- 1.11 As used herein, SNET means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **"Billing Clearinghouse"** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.
- 2.2 **"Account Owner"** means a telecommunications company, including SBC-13STATE that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Administer or Administration"** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.
- 2.4 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

- 2.5 **“Complete Screen”** means that the Query-originator was denied access to all of the information it requested in its Query.
- 2.6 **“Custom Data Element”** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies’ Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.
- 2.7 **“Custom ID”** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.
- 2.8 **“Data Clearinghouse”** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.
- 2.9 **“Data Element”** means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.
- 2.10 **“Data Screening (or LIDB Data Screening)”** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.
- 2.11 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.
- 2.12 **“GetData”** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.
- 2.13 **“GetData Query”** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.
- 2.14 **“Level 1 Data Screening”** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.
- 2.15 **“Level 2 Data Screening”** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator.

This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

- 2.16 **“Originating Line Number Screening (OLNS)”** means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.
- 2.17 **“Originating Point Code (OPC)”** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.
- 2.18 **“Partial Screen”** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.
- 2.19 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.20 **“Query”** means a message that represents a request to a Database for information.
- 2.21 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.22 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.
- 2.23 **“Standard Data Element”** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies’ Generic Requirements documentation.
- 2.24 **“Terminating Point Code”** means a 9-digit code that identifies the network node that will receive a Query or a Response.
- 2.25 **“Service Platform”** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.
- 2.26 **“Validation Information”** means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

- 2.27 **“Validation Query”** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE's LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE's LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require SBC-12STATE to make any enhancements to its LIDB except at its sole discretion.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-SBC end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE's LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).
- 4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB SMS that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. SWBT also provides the Service Order Entry Interface to requesting CLECs that use SWBT's UNE local switch ports. PACIFIC,

AMERITECH, and SNET will also provide the Service Order Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-12STATE to provide CLEC with Data Base administration and storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-12STATE's LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).
- 4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for Administration through the LSR Process.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to PACIFIC's and -SWBT's LIDB SMS that is equivalent to PACIFIC's and SWBT's access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data Administration tasks PACIFIC's and/or

SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SWBT's own Line Records. AMERITECH and SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

- 4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Data Migration Interface

- 4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from SBC-12STATE to another LIDB and/or CNAM Database provider.
- 4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to SBC-12STATE's LIDB SMS.
- 4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

- 4.4.3.1 CLEC will coordinate a meeting between its new Database provider and SBC-12STATE's LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).
- 4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from SBC-12STATE's LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request SBC-12STATE to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.
- 4.4.3.3 In SWBT only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of the Line Record from SWBT's LIDB.
- 4.4.3.4 SBC-12STATE will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between SBC-12STATE and CLEC's new LIDB and/or CNAM Database provider.
- 4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to SBC-12STATE, SBC-12STATE will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.
- 4.4.5 SBC-12STATE will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between SBC-12STATE and CLEC's previous LIDB and/or CNAM Database provider.
- 4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

4.5 LIDB Editor Interface

- 4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.
- 4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.
- 4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

- 4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.
- 4.6.1.2 SBC-12STATE will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the SBC-12STATE's billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 SBC-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). SBC-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file SBC-12STATE provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

- 4.6.3.1 SBC 12STATE will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC-12STATE which the Parties agree SBC-12STATE may change from time to time.

4.7 LSR Process

- 4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled SBC-12STATE's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to SBC-12STATE's LIDB SMS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.
- 4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, SBC-12STATE will populate such Data Element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.
- 4.7.5 CLEC will provide to SBC-12STATE during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.
- 4.7.6 The following applies only to SWBT.
- 4.7.6.1 SWBT will transfer LIDB Line Records between local service providers (including SWBT) based on conversion activity either

with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

4.7.6.2 CLEC will identify through a registration form or ballot that SWBT will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.6.4 Conversion Activity. CLEC will identify whether SWBT will convert LIDB Line Records from a previous local service provider (including SWBT) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SWBT).

4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

4.8 Fraud Monitoring

4.8.1 SBC-12STATE's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-12STATE will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9 LIDB Data Screening

4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on SBC-12STATE's LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

- 4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.
- 4.9.3 SBC-12STATE will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, SBC-12STATE will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

5. MANNER OF PROVISIONING

- 5.1 SBC-12STATE will provide to CLEC, on request, SBC-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-12STATE provides for LIDB data Administration when CLEC chooses to use such interfaces.
- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate all Standard Data Elements in a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 Forecasts
 - 5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:
 - 5.4.1.1 the number of working lines per account group;
 - 5.4.1.2 the number of working line numbers to be established;
 - 5.4.1.3 the average number of monthly changes to these records;
 - 5.4.1.4 the number of busy hour queries, by query type; and
 - 5.4.1.5 the number of annual queries by query type.
 - 5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:
 - 5.4.2.1 The size of the Data Element in terms of bytes;

- 5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;
 - 5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and
 - 5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).
- 5.4.3 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of SBC-12STATE's inability to provide the Custom Data Element until such time as SBC-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SBC-12STATE will have no liability to CLEC while SBC-12STATE gains such needed data storage and administration and/or processing capability.
- 5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.6 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.9 CLEC will Administer its data in SBC-12STATE's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:
- 5.9.1 Populating all Standard Data Elements defined for SBC-12STATE's LIDB.

- 5.9.2 Deleting Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.
- 5.9.3 Deleting Line Records from SBC-12STATE's LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.
- 5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.
- 5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.
- 5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.
- 5.11 If CLEC begins providing local services before CLEC completes and returns to SWBT its LSR Process registration form, SWBT will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.12 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-12STATE LIDB.
- 5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and

the fraud monitoring system, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.

- 5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of SBC-12STATE's SCP and LIDB.
- 5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.
- 5.16 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows an entity to access SBC-12STATE's LIDB, such Query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB unless CLEC otherwise invokes Level 2 Data Screening.
- 5.17 The following applies only to SWBT
 - 5.17.1 SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SWBT will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SWBT will count the day of the record's creation as zero (0). SWBT's ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

- 5.17.2 If CLEC elects to have SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.
- 5.17.3 If CLEC elects to have SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SWBT will not mark such records as transitional. SWBT will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, SWBT will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

5.18 LIDB Data Screening

- 5.18.1 SBC-12STATE is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.
- 5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.
- 5.18.3 CLEC will use an interface designated by SBC-12STATE to notify SBC-12STATE of CLEC's Level 2 Data Screening requests. SBC-12STATE will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC-12STATE. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SBC-12STATE's operating procedures, which the Parties agree SBC-12STATE may change from time to time at its sole discretion. SBC-12STATE shall not be responsible for any claims related to untimely or incorrect blocking requests.

- 5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by SBC-12STATE which the Parties agree SBC-12STATE may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.
- 5.18.5 If an entity with appropriate jurisdictional authority determines that SBC-12STATE cannot offer Level 2 Data Screening and/or determines that SBC-12STATE cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that SBC-12STATE will not abide by CLEC's requests for such Data Screening and SBC-12STATE will not have any liability to CLEC for not providing such Data Screening.
- 5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to SBC-12STATE's LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in SBC-12STATE's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that SBC-12STATE can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.
- 5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.
- 5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.
- 5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, SBC-12STATE will identify to such Query originator the presence of Level 2 Data Screening.
- 5.18.10 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from SBC-12STATE's LIDB on an Account Owner basis. CLEC further understands that where available, SBC-12STATE will honor such requests from Query originators.

5.19 Custom Data Elements

- 5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:
- 5.19.2 SBC-12STATE will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.
- 5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.
- 5.19.4 CLEC will confirm to SBC-12STATE's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. SBC-12STATE will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to SBC-12STATE's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.
- 5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on SBC-12STATE's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.
- 5.19.6 CLEC will abide by SBC-12STATE methods and procedures for creating Custom Data Elements.
- 5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.
- 5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.
- 5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and SBC-12STATE will not provide, CLEC with a list of other Account Owners' Custom Data Elements.
- 5.19.10 CLEC is responsible for identifying to SBC-12STATE, through a process or procedure established by SBC-12STATE what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SBC-12STATE's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SBC-12STATE's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.

6.1.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.

6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.

6.3 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

7. PRICE AND PAYMENT

7.1 AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires AMERITECH to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and AMERITECH. AMERITECH will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

8. CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9. LIABILITY

- 9.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 9.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of fraud monitoring or Automatic Fraud Monitoring systems.
- 9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.
- 9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 SBC-12STATE 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 LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE 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 LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither SBC-AMERITECH nor SNET own a LIDB. Additionally, SNET does not own a CNAM Database. Both SBC-AMERITECH and SNET obtain these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of SBC-AMERITECH's and SNET's data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to SBC-AMERITECH and SNET will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.8 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.
- 1.9 As used herein, SNET means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **"Account Owner"** means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Personal Identification Number" (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **"Query"** means a message that represents a request to a Database for information.
- 2.5 **"Query Rate"** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
- 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)

3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)

- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's CNAM Database for CNAM Query except SBC-AMERITECH will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 CLEC understands that access to SBC-12STATE's LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in SBC-12STATE's LIDB and/or CNAM Database. When a region in SBC-12STATE implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Account Owners' requests to so limit or restrict

their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.

- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB and/or CNAM Database; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-12STATE provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB and/or CNAM Database. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.

- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such

usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.

4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by Account Owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above, PACIFIC will bill CLEC based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.

4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that PACIFIC will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to PACIFIC's network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from PACIFIC as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in SBC-12STATE's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from SBC-12STATE's LIDB. SBC-12STATE agrees that CLEC may use reports

on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT SBC-12STATE may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

- 5.3 Proprietary information residing in SBC-12STATE's LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB and/or CNAM Database.

- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 SBC-12STATE is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB and/or CNAM Database. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-

12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-12STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-12STATE's willful misconduct or gross negligence.
- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-12STATE's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-12STATE, in addition to the limitations of liability set forth in this

Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-12STATE harmless from and defend and indemnify SBC-12STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

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 PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, SBC-11STATE means the applicable above listed ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence SBC-11STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for SBC 11-STATE's failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.
- 2.2 In Wisconsin, the Public Service Commission of Wisconsin has ordered a remedy plan in docket in Docket No. 6720 -TI -160, effective September 25, 2001 ("Wisconsin Remedy Plan"). CLEC acknowledges and agrees that if it elects to include this Appendix as a part of its Interconnection Agreement in Wisconsin, the performance measurements, remedy plan, and liquidated damages set forth in this Appendix shall apply in lieu of the Wisconsin Remedy Plan and CLEC expressly

waives its rights to receive performance measurements, the remedy plan or liquidated damages under the Wisconsin Remedy Plan.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of SBC-11STATE performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that SBC-11STATE achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for SBC-11STATE and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by SBC-11STATE to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to

SBC-11STATE at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, SBC-11STATE agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when SBC-11STATE delivers non-compliant performance as defined in 3.1.3. In no event shall SBC-11STATE be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If

there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 SBC-11STATE and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each SBC-11STATE and CLEC is greater than or equal to 30 for a given measurement.

7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for SBC-11STATE or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ^2_{ILEC} = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ^2_{ILEC} = $P_{\text{ILEC}} (1 - P_{\text{ILEC}})$.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x} \binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;

$$H_{CLEC} = P_{CLEC} n_{CLEC}$$

$$H_{ILEC} = P_{ILEC} n_{ILEC}$$

If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$$

$$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}$$

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$$N = H_{CLEC} + H_{ILEC}$$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{CLEC}} - \text{BM}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

$$\text{BM} = \text{Benchmark}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{CLEC}}^2 (1/n_{\text{CLEC}})]$$

$$\delta_{\text{CLEC}}^2 = \text{Calculated variance for CLEC.}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the t statistic is obtained from Student's distribution with $n_{\text{CLEC}} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$$K = PN$$

$$P = \text{CLEC proportion}$$

$$N = \text{number of observations or samples used in CLEC measurement}$$

$$B = \text{benchmark expressed as a proportion}$$

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number

of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052

35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11TATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

- 9.2 SBC-11STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-11STATE's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SBC-11STATE or law; (iii) environmental events beyond SBC-11STATE's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided SBC-11STATE through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to SBC-11STATE and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of SBC-11STATE's compliance with the Performance Criteria, or (ii) only suspends SBC-11STATE's ability to timely perform the activity, the applicable time frame in which SBC-11STATE's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 SBC-11STATE will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 SBC-11STATE will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

- 10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	\$.072M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

11. AUDITS

- 11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).
- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 SBC-11STATE will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when SBC-11STATE delivers non-compliant performance as defined in 3.1.3. SBC-11STATE will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. SBC-11STATE performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 The prices at which SBC-SWBT agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System"** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **"Charges"** - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **"Compensation"** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **"IntraLATA"** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **"InterLATA"** - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term

“InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 **“Local Exchange Carrier (LEC)”** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **“Local Message”** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **“Revenues”** - the sum of all or part of the charges as defined above.

3. **SCOPE OF APPENDIX**

- 3.1 This Appendix shall apply to **SBC-SWBT** procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when **SBC-SWBT** company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to **SBC-SWBT** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-SWBT**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-SWBT**. **SBC-SWBT** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC-SWBT** benefit, shall be remitted by CLEC to **SBC-SWBT** within thirty (30) calendar days of the date of **SBC-SWBT** bill to CLEC for such services.
- 4.4 **SBC-SWBT** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC-SWBT**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC-SWBT** or another LEC for CLEC's benefit, shall be remitted by **SBC-SWBT** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC-SWBT** for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **SBC-SWBT** may net amounts due to CLEC under this Appendix against amounts owed to **SBC-SWBT** when **SBC-SWBT** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 SBC-SWBT 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. SBC-SWBT 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.

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 PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides prices to CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **SNET** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SNET** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Operator Services (OS), Director Assistance (DA), and Reciprocal Compensation Monthly Recurring Charges (MRCs) and Nonrecurring Charges (NRCs) are set forth below.

2. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 2.1 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.

SOUTHERN NEW ENGLAND TELEPHONE COMPANY
CONNECTICUT
May 14, 2002

APPENDIX PRICING
SNET/AMERICAN FIBER SYSTEMS, INC.

CONNECTICUT		SNET RECURRING		SNET NON-RECURRING	
		Monthly		Initial	Additional
Directory Assistance					
** Service Setup Charge			QUANTITY		
Two years or great term		NA	OF	\$2,500.00	\$1,500.00
Less than two year term		NA	UNITS	\$3,000.00	\$1,500.00
...					
** Directory Assistance Charge					
Without Call Completion		\$0.40		NA	NA
With Call Completion		\$0.45		NA	NA
Customized Branding		NA		\$5,000.00	\$5,000.00
Toll and Assistance Service					
** Service Setup Charge					
Two years or great term		NA		\$2,500.00	\$1,500.00
Less than two year term		NA		\$3,000.00	\$1,500.00
** Toll and Assistance		\$0.40		NA	NA
Customized Branding		NA		\$9,500.00	\$9,500.00
Reciprocal Compensation					
End Office Local Termination					
Set up charge, per call		\$ 0.000423			
Duration charge, per MOU		\$ 0.002687			
Tandem Served					
Set up charge, per call		\$ 0.000497			
Duration charge, per MOU		\$ 0.004337			
Transit Traffic Service					
Transiting		\$0.035		NA	NA
ROW - POLES, CONDUIT AND DUCTS					
AGREEMENT ESTABLISHMENT FEE		New			\$650.00
POLE ATTACHMENTS					
Pole Attachment Telecommunication License Fee - Per Pole, Per Year				\$7.30	
Third Party Overlash Fee - Per Pole, Per Year				\$5.84	
Application Fee					
Per Application					\$150.00
Per Pole					\$50.00
Unauthorized Attachment/Overlashing Fee - Per Pole					\$50.00
Non-Conforming Construction/Shifting Fee - Per Pole					\$50.00
Make-Ready Work Charges					ICB
Rearrangement/Shifting Fee					ICB
Periodic Inspection Fee					ICB
CONDUITS AND DUCTS					
Underground Path License Fee -Per Duct Foot of 1.1" Outside Diameter		\$0.08			
Innerduct					
Manhole Lateral Installation Fee - Per Duct					\$1,000.00
Application Fee - Per Span or Fixed, Whichever is Greater					
Per Span or Section					\$12.50
Fixed				\$	150.00
Unauthorized Occupancy Fee - Per Foot, Per Day				\$	50.00
Non-Conforming Construction/Rearrangement Fee					
Per Span/Section, Per Day				\$	50.00
Make-Ready Work Charges					ICB

SOUTHERN NEW ENGLAND TELEPHONE COMPANY
CONNECTICUT
May 14, 2002

APPENDIX PRICING
SNET/AMERICAN FIBER SYSTEMS, INC.

CONNECTICUT	SNET RECURRING	SNET NON-RECURRING
Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.		
UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut Access Services Tariff, Section 18.		
** These charges only apply when CLEC utilizes SNET's Operator Services for CLEC's switch-based end users. For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services Tariff, Section 18.		

Collocation Services					
Connecticut					
CAGE					
QUOTE SHEET					
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$159.82
Safety & Security	Per Sq. Ft. of space used by CLEC	S8FWN			\$162.07
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$10.91	
COMMON SYSTEMS					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.23	\$174.42
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$575.05
DC Power Engineering	Per Application	NRL6P			\$858.57
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.06	\$47.63
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.04	\$30.25
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$289.43	
40 Amps	Per 40 Amps	S8FQD		\$578.85	
50 Amps	Per 50 Amps	S8FPS		\$723.57	
100 Amps	Per 100 Amps	S8FQE		\$1,247.46	
200 Amps	Per 200 Amps	S8FQF		\$2,494.93	
400 Amps	Per 400 Amps	SP1QJ		\$4,989.86	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$14.59	\$1,138.94
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$17.26	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$14.63
Bits Timing	Per two circuits	S8FQT		\$0.29	\$690.06
Space Availability Report	Per Premise	NRLYX			\$112.45
Security Access / ID Cards	Per Card	NRLZW			\$32.11
ID Card	Per Card	NONE			\$0.00
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$495.69
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$549.79
Cage Fencing Placement	Per Linear Foot Removed (CLEC Removes)	NONE			\$0.00
Cage Fencing Removal	Per Linear Foot Relocated (CLEC Relocates)	NONE			\$0.00
Cage Fencing Relocation	Each (CLEC Provides)	NONE			\$0.00
Cage Door & Lock	Each (CLEC Provides)	NONE			\$0.00
Backboard	Each (CLEC Provides)	NONE			\$0.00
Signage	Each (CLEC Provides)	NONE			\$0.00
Overhead light	Each (CLEC Provides)	NONE			\$0.00
AC Electrical Outlet	Each (CLEC Provides)	NONE			\$0.00
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,351.30
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$4.23	\$168.33
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$4.23	\$168.33
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$202.39	\$5,154.30
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$1.29	\$456.25
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$104.01	\$3,424.56
Rack - DS3 - DCS	1 DS3				

Collocation Services					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$0.67	\$161.41
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$5.50	\$260.68
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$987.87
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.24	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.16	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.04	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.49	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$17.77
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$891.55
Project Coordination	Per CLEC Application	NRL57			\$3,156.89
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$574.93
Project Coordination	Per CLEC Application Augment	NRL58			\$1,712.44
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$25.44
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$20.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$22.71
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.71
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$25.44

Collocation Services					
Connecticut			CAGELESS QUOTE SHEET		
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$1,598.20
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$1,620.70
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$109.10	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$2,876.76
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$2,917.26
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$196.38	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$2.76	\$2,144.94
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$4.97	\$3,860.89
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$575.05
DC Power Engineering	Per Application	NRL6P			\$858.57
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.06	\$47.63
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.04	\$30.25
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$289.43	
40 Amps	Per 40 Amps	S8FQD		\$578.85	
50 Amps	Per 50 Amps	S8FPS		\$723.57	
100 Amps	Per 100 Amps	S8FQE		\$1,247.46	
200 Amps	Per 200 Amps	S8FQF		\$2,494.93	
400 Amps	Per 400 Amps	SP1QJ		\$4,989.86	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$14.59	\$1,138.94
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$17.26	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$14.63
Bits Timing	Per two circuits	S8FQT		\$0.29	\$690.06
Space Availability Report	Per Premise	NRLYX			\$112.45
Security Access / ID Cards	Per Card	NRLZW			\$32.11
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
Equipment Bay	CLEC Provided				
Non Standard Bay	CLEC Provided				
VF/DS0 Termination Panel	CLEC Provided				
VF/DS0 Termination Module	CLEC Provided				
DDP-1 Panel	CLEC Provided				
DDP-1 Jack Access Card	CLEC Provided				
DS3/STS-1 Interconnect Panel	CLEC Provided				
DS3 Interconnect Module	CLEC Provided				
Fiber Optic Splitter Panel	CLEC Provided				
Fiber Termination Dual Module	CLEC Provided				
				\$2.98	
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,351.30
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.23	\$168.33
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.23	\$168.33
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$202.39	\$5,154.30

Collocation Services					
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$1.29	\$456.25
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$104.01	\$3,424.56
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$0.67	\$161.41
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$5.50	\$260.68
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$987.87
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.24	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.16	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.04	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.49	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$17.77
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$891.55
Project Coordination	Per CLEC Application	NRL57			\$3,156.89
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$574.93
Project Coordination	Per CLEC Application Augment	NRL58			\$1,712.44
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$25.44
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$20.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$22.71
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.71
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$25.44

Colocation Services					
Connecticut		ADJACENT STRUCTURE COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
			QUANTITY	RATE	RATE
COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.21	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$307.08
Set Up and Wall Coring	Per Placement	S8F8E			\$5,711.40
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$858.57
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,693.00
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,693.00
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$213.34	
40 Amps	Per 40 Amps	S8FNK		\$426.69	
50 Amps	Per 50 Amps	S8FWK		\$533.36	
100 Amps	Per 100 Amps	S8FWL		\$1,066.72	
200 Amps	Per 200 Amps	S8F3U		\$2,133.44	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.12	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
ICO Site Survey		NRL84			\$3,236.07
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$709.83
Project Coordination	Per CLEC Application	NRL6Z			\$5,260.60
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$574.93
Project Coordination	Per CLEC Application Augment	NRL83			\$2,503.20
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$1,082.14
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls ca	S8FW7		\$6.87	\$0.00
Innerduct Placement	Per Linear Foot	S8FW8			\$1.38
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)				
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)				
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)				
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL8P			\$1,351.30
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement Rack - Voice Grade	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$4.23	\$168.33
Voice Grade Arrangement Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement Rack - Voice Grade	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$4.23	\$168.33
DS1 Arrangement - DCS Rack - DS1 - DCS	100 Shielded Pairs				
DS1 Arrangement - DSX Rack - DS1 - DSX	28 DS1 (CLEC Provides Cable)	S8F2L		\$202.39	\$5,154.30
DS1 Arrangement - DSX Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2R		\$1.29	\$456.25
DS3 Arrangement - DCS	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$104.01	\$3,424.56

Collocation Services					
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.67	\$161.41
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.50	\$260.68
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL8Q			\$987.87
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				\$0.00
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.24	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00
Cable Rack Per DS-3	Per Placement	S8F58		\$0.16	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$1.04	
24 Fiber Cable	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.49	
4 Inch Conduit	Per Placement (CLEC Provided)				\$0.00
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$25.44
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$20.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$22.71
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.71
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$25.44

Collocation Services					
Connecticut		VIRTUAL COLLOCATION QUOTE SHEET			
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$52.36	
Roof Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$94.25	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$52.36	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$94.25	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$15.21	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$27.38	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$575.05
DC Power Engineering	Per Application	NRLFU			\$858.57
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.73	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.51	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$11.31	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$10.32	\$3,002.16
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$17.26	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$528.11
Project Coordination	Per CLEC Application	NRL59			\$3,824.59
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$393.22
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,712.44
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$44.28
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$40.79
Power Engineer	Per 1/2 Hour	NRLNQ			\$45.43
Equipment Engineer	Per 1/2 Hour	NRLP6			\$45.43
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$22.14
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$45.43
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$44.28
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$44.28
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,351.30
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$1.61	\$168.33
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$1.61	\$168.33
Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1	S8F8X		\$202.39	\$5,154.30

Collocation Services					
Includes Rack & Maintenance - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1	S8F8Y		\$1.29	\$456.25
Includes Rack & Maintenance - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3	S8F8Z		\$104.01	\$3,424.56
Includes Rack & Maintenance - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3	S8F81		\$0.67	\$161.41
Includes Rack & Maintenance - DS3 - DSX	1 DS3				
4 Fiber Jumper	per Placement	S8F84		\$4.87	\$130.34
Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRLWG			\$1,078.72
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.29	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F86		\$0.19	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.23	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.58	
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.02	\$14.63
Bits Timing	Per two circuits	S8F7Z		\$0.90	\$690.06

**Connecticut
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS			Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone A		*	\$7.25	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone B		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone C		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone D		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
XDSL Promotion					
			For Connecticut the discounted price is 25% off the rates as established in Connecticut Access Service Tariff, Section 18.	For Connecticut the discounted price is 25% off the rates as established in Connecticut Access Service Tariff, Section 18.	For Connecticut the discounted price is 25% off the rates as established in Connecticut Access Service Tariff, Section 18.

**Connecticut
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS			Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion					
			For Connecticut see Connecticut Access Service Tariff Section 18.2.10 Unbundled Network Element- Rebundled Service (UNE- RS)	For Connecticut see Connecticut Access Service Tariff Section 18.2.10 Unbundled Network Element- Rebundled Service (UNE- RS)	For Connecticut see Connecticut Access Service Tariff Section 18.2.10 Unbundled Network Element- Rebundled Service (UNE- RS)
BRI-ISDN			\$31.99	\$ 257.92	\$ 224.12
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).					

SCHEDULE - UNE COMBINATIONS
(Connecticut)

UNE-RS

2-Wire Basic Analog loop w/ Basic line Port

EELs

2-Wire Analog Loop to DS1

2-Wire Digital Loop to DS1

4-Wire Digital Loop (DS1 Loop) to DS1