

Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-13STATE's willful misconduct or gross negligence.

## 10. COMMUNICATION AND NOTICES

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

## 11. CONFIDENTIALITY

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

## 12. MUTUALITY

- 12.1 Whether or not CLEC is a Database owner, CLEC will make its LIDB and/or CNAM information available to SBC-13STATE under terms, conditions, and prices contained in this Appendix. Where CLEC is not the Database owner, CLEC will use its best efforts to gain such comparable terms, conditions, and prices for SBC-13STATE to Query CLEC's LIDB and/or CNAM information on the third-party's Database. Should CLEC store its LIDB and/or CNAM information in a Database other than SBC-13STATE's, CLEC will make such information available to SBC-13STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-13STATE and the Database provider. SBC-13STATE agrees to negotiate in good faith to reach such an agreement. If SBC-13STATE 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 LIDB and/or CNAM information will be unavailable to any End User, including any CLEC's End Users, that are served by SBC-13STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

## 13. ASSIGNMENT

- 13.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

## 14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 14.1 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.

000451

# **APPENDIX ACCESS TO AIN UNE**

000452

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS.....	4
3. GENERAL DESCRIPTION.....	4
4. MANNER OF PROVISIONING.....	5
5. PRICING.....	7
6. TERM AND TERMINATION.....	7
7. OWNERSHIP OF INFORMATION.....	7
8. LIMITATION OF LIABILITY.....	8
9. ASSIGNMENT.....	8
10. CONFIDENTIALITY.....	9
11. COMMUNICATION AND NOTICES.....	9
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	9

000453

## APPENDIX ACCESS TO AIN UNE

### 1. INTRODUCTION

- 1.1 The terms, conditions, and prices for Access to AIN in this Agreement will apply to AIN services that CLEC creates and/or deploys in SBC-13STATE's network for CLEC's End Users served through an SBC-13STATE unbundled switching UNE where such unbundled switching UNE is provided pursuant to an Interconnection Agreement between CLEC and SBC-13STATE. All other requests for access to SBC-13STATE's AIN will be pursuant to another agreement between CLEC and SBC-13STATE.
- 1.2 SBC NEVADA does not own an Advanced Intelligent Network (AIN) Service Control Point (SCP), Service Creation Environment (SCE), or AIN Service Management System (SMS). SBC NEVADA gains its AIN capabilities from SBC CALIFORNIA, which may also provide Access to AIN for other carriers not a party to this Agreement. Any use of the possessive in this Agreement as applied to SBC NEVADA will not indicate ownership but shall have the relationship described in this Section 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.6 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.7 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.8 SBC KANSAS - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.9 SBC ILLINOIS - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.10 SBC INDIANA - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.11 SBC MICHIGAN - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.12 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

- 1.13 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.14 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.15 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.16 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.17 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.18 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.19 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.20 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.21 **SNET DG** - As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

## 2. DEFINITIONS

- 2.1 "Advanced Intelligent Network Database" means a call-related database that uses distributed intelligence in centralized databases to allow some call processing functions to be performed outside of the switch as well as to manage certain network information. AIN Databases reside on Service Control Points (SCPs) where interactions with the voice network take place via signaling links and STPs.
- 2.2 "Service Creation Environment (SCE)" means an off-line computer used to design, create, and test AIN services.
- 2.3 "Service Management System (SMS)" means an off-line computer system that regularly downloads software and information to an AIN Database.
- 2.4 "Service Platform" means a physical platform that interacts with CLEC's service. A service platform may be a telephony switch, an SCP, or any other platform capable of interacting with CLEC's service.

## 3. GENERAL DESCRIPTION

- 3.1 Upon request by CLEC and where technically feasible, **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) as set forth below:
  - 3.1.1 **SBC-12STATE** will provide CLEC access to **SBC-12STATE**'s AIN Service Creation Environment (SCE) for the creation and modification of CLEC's AIN services. The Parties will mutually agree to the rates, terms and conditions applicable to such access.
  - 3.1.2 All AIN services to be deployed in **SBC-13STATE**'s network will require testing in **SBC 13-STATE**'s AIN laboratory as well as field testing in **SBC-13STATE**'s network prior to deployment as more fully described in Section 4.4 below. Testing will evaluate compatibility with **SBC-13STATE**'s network, including proper integration with any needed support systems and appropriate interaction with existing services and non-CLEC end users. The Parties will mutually agree to the rates, terms and conditions applicable to testing, design, and deployment. The Parties will mutually agree to the rates, terms and conditions applicable to testing, design, and

deployment. AIN service shall not be deployed in SBC-13STATE's network if it does not successfully complete such lab and field testing.

3.2 CLEC's request to create and deploy its AIN Services will not change or modify the processes (including service ordering processes) that currently exist for other UNEs, facilities, or services (e.g., transport services) that CLEC may obtain from SBC-13STATE or that CLEC may incorporate into its service design. CLEC will follow all existing processes and procedures for obtaining access and/or use to SBC-12STATE's AIN, SCE, and SMS.

3.3 Either party may initiate Alternative Dispute Resolution to resolve any disputes regarding AIN.

#### 4. MANNER OF PROVISIONING

4.1 SBC-12STATE will provide CLEC with the following forms of access to the SCE:

4.1.1 Option 1: CLEC personnel will operate SBC-12STATE's SCE terminals themselves.

4.1.2 Option 2: CLEC will develop service logic using a CLEC SCE platform that is compatible with SBC-13STATE's systems and will transfer the file to SBC-13STATE for testing and deployment.

4.1.3 Option 3: Any other form of access mutually agreed upon by the Parties.

4.2 For each service CLEC deploys on SBC-12STATE's AIN SCP, CLEC will provide complete service documentation to SBC-12STATE and will provide SBC-12STATE with updates to such documentation so that such documentation remains current at all times. SBC-13STATE will use such documentation for troubleshooting purposes, test planning, and all other activities needed to maintain the successful operation of SBC-13STATE's network for all customers, including End Users and other telecommunications carriers.

4.3 Forecasts

4.3.1 For each SBC-13STATE network component CLEC will incorporate into its service or that will be impacted by CLEC's service, CLEC will provide a forecast sufficient to allow SBC-13STATE to assess the impact of CLEC's service logic on all impacted network components, facilities, and support systems. If, prior to CLEC's service design entering the testing phase, SBC-13STATE determines that it lacks adequate resources to deploy CLEC's service logic, SBC-13STATE shall notify CLEC of SBC-13STATE's inability to deploy the service logic until such time as SBC-13STATE gains adequate capacity in the affected network component(s), facility(ies), and/or support system(s). Subject to the applicability of the BFR Process, SBC-13STATE will take reasonable commercial efforts to obtain the needed processing capability; however, SBC-13STATE will have no liability to CLEC pending these efforts while SBC-13STATE gains such needed capacity.

4.3.2 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new data elements.

4.3.3 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide SBC-13STATE with reliable forecast information as set forth in this Section 4, SBC-13STATE shall not be liable for any service degradation that may occur, including without limitation, loss of service.

4.4 Testing

4.4.1 SBC-13STATE will test CLEC's service logic first in a lab environment and then in a controlled live environment to determine whether CLEC's logic is compatible with SBC-13STATE's network, integrates properly with the needed support systems, and whether such logic has undesirable feature interaction with non-CLEC End Users.

000456

- 4.4.2 CLEC and SBC-13STATE must jointly approve service logic test results. The Parties will provide each other with copies of test scripts each has designed for CLEC's service. Each Party will allow the other the opportunity to comment on such test scripts. However, neither Party is required to incorporate such comments into its own test scripts. Each Party is responsible for designing tests that evaluate fully the compatibility, safety, and integration of CLEC's service logic into the networks and services each provides to the other and to other customers (including End Users and other telecommunications service providers).
- 4.4.3 In order to preserve the integrity of the network, all integrated support systems for all End Users and telecommunications carriers, CLEC acknowledges that SBC-13STATE has no obligation to deploy any of CLEC's service logic that has failed any testing until such testing failure(s) is eliminated. CLEC will redesign or modify its service logic in response to any testing failure such that the failure is eliminated.
- 4.4.4 CLEC is responsible for proofreading its service logic for syntax and for making all service logic changes.
- 4.4.5 The Parties will resolve any disputes regarding logic flaws and requested corrections according to the dispute resolution procedures of this Appendix.
- 4.4.6 SBC-13STATE will notify CLEC's designated representative when CLEC's service logic successfully completed all testing and SBC-13STATE will then complete the deployment of CLEC's service logic across all applicable SBC-13STATE's network elements according to a schedule jointly agreed to by the Parties.
- 4.5 SBC-13STATE will provide CLEC with access to SBC-13STATE's AIN service management system (SMS) for the purpose of administering CLEC's customer data associated with CLEC's-developed AIN services residing on SBC-13STATE's SCP and supporting end users served by an SBC-13STATE's switching UNE. SBC-13STATE will provide, at CLEC's request, electronic access to the AIN SMS where available.
- 4.6 CLEC will provide SBC-13STATE with sufficient information to allow SBC-13STATE to evaluate what SBC-13STATE network components, support systems, processes, and technical expertise will be needed for SBC-13STATE to assist CLEC in design coordination meetings between CLEC and SBC-13STATE. Based upon this information, SBC-13STATE will identify the impacted systems in its network and operations as well as the associated technical subject matter experts (SMEs) of those systems. SBC-13STATE's SMEs will identify (i) information or processes CLEC will need to consider in its service logic for integration onto SBC-13STATE's AIN SCP, (ii) identify functions and services CLEC must incorporate and/or accommodate into its service logic to ensure appropriate interaction; and (iii) any technical incompatibilities with CLEC's requested design.
- 4.7 Prior to gaining access to SBC-13STATE's SCE, CLEC's representatives will attend training offered by the vendor(s) of SBC-13STATE's SCE and provide SBC-13STATE with a document confirming the successful completion of such training.
- 4.8 CLEC is responsible, at its own expense, for arranging appropriate vendor support for each network component (e.g., SCE) that CLEC incorporates into its service logic.
- 4.9 SBC-13STATE will implement security measures to restrict CLEC from being able to view or access the service logic of another company and to restrict other companies from being able to view or access the service logic of CLEC. These security measures may be either physical (such as physical partitioning or escorted access) or logical (such as passwords or firewalls). Any attempt by CLEC's representatives to circumvent or otherwise thwart such security measures will result in the immediate removal of CLEC's representatives from SBC's premises and/or the blocking of CLEC's electronic access, whichever is appropriate in SBC-13STATE's sole discretion, and to escalation procedures between the Parties, which may include invocation of dispute resolutions with the appropriate regulatory body.

000437



#### 4.10 After General Availability

4.10.1 Once SBC-13STATE has declared CLEC's service logic generally available (GA) as set forth in section 4.4.6, any subsequent change to CLEC's service logic (including expansion of service logic to new platforms) will be treated as a new request for Access to AIN UNE, including initial ordering, testing, and pricing.

4.10.2 Either Party may request from the other priority consideration to changes developed as a result of troubleshooting service deficiencies.

4.10.3 If SBC-13STATE encounters a service or hardware disruption during live testing on an upgrade to an existing CLEC AIN service, SBC-13STATE will deactivate the upgrade and reactivate the prior service logic until CLEC provides corrected service logic that eliminates the disruption(s). Upon receipt of the corrected service logic, SBC-13STATE will restart its testing procedures.

4.10.4 SBC-13STATE will incorporate CLEC's service logic into SBC-13STATE's testing procedures of any new AIN service logic deployment, whether such new service logic was created by CLEC, SBC-13STATE, or a third party. SBC-13STATE will use CLEC's service documentation in designing its testing processes.

#### 4.11 Troubleshooting

4.11.1 The Parties will work cooperatively to identify and resolve the root cause of any service or hardware deficiency. The Parties will use their existing trouble reporting processes to report trouble to each other. SBC-13STATE may direct CLEC to the vendor for vendor-related support.

### 5. PRICING

5.1 The Parties will mutually agree to the rates, terms and conditions for access to AIN.

### 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 given sixty (60) 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 terminate 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. OWNERSHIP OF INFORMATION

7.1 To the extent CLEC, through the development or deployment of its service, or otherwise by virtue of the activities connected with this Agreement, gains access to the data owned by another company, including but not limited to data stored or connected with call-related databases, CLEC will not obtain any ownership interest in such data by virtue of this Appendix.

7.2 Examples of proprietary information include:

7.2.1 Billed numbers

7.2.2 PIN Number(s)

7.2.3 Billed Number Screening (BNS) indicators

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

7.2.5 Reports on LIDB and CNAM Query usage

000438



7.2.6 Information related to billing for LIDB and CNAM Query usage

7.2.7 LIDB and CNAM Query usage statistics

- 7.3 CLEC's will not copy, store, maintain, or create any table or database of any kind based upon information it receives through its efforts pursuant to this Agreement, unless CLEC has otherwise obtained authorization to do so from the owner of such information.
- 7.4 CLEC will obtain all needed authorization, including effective contracts and/or tariffs, to obtain access to the data it will use in creating or deploying its services developed pursuant to this Appendix.
- 7.5 In addition to any other remedies available at law or in equity, if CLEC uses another company's information for any purposes not permitted by this Agreement or by such other company, **SBC-12STATE** may cease providing Access to AIN or disable CLEC's AIN service. Further, if such misuse continues after written notice from **SBC-12STATE** or other company, **SBC-12STATE** may terminate this Appendix upon ten (10) days written notice. In the event of such termination, CLEC will remain obligated to pay **SBC-12STATE** for any unpaid charges incurred under this Appendix (in addition to any remedies available to **SBC-12STATE** at law or in equity)

**8. LIMITATION OF LIABILITY**

- 8.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage arising 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 the specific service at issue. THE MEASURE OF DAMAGES FOR SUCH LIABILITY SHALL NOT INCLUDE AMOUNTS FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUE OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THE UNDERLYING AGREEMENT TO WHICH THIS APPENDIX IS ATTACHED WAS EXECUTED.
- 8.2 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).
- 8.3 In no event shall **SBC-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CLEC or any user of the services provided hereunder.
- 8.4 CLEC acknowledges its responsibility to refrain from using third-party data and accessing third-party networks without authorization from such third parties. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth in this Agreement, is not liable for CLEC's use and/or access of third party data and/or networks without authorization. In addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-13STATE** harmless from and defend and indemnify **SBC-13STATE** for any and all liability, claims, damages, actions, costs, losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's unauthorized use and/or access of third party data and/or networks.

**9. ASSIGNMENT**

- 9.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however*, that either Party may assign and transfer this Agreement to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

## 10. CONFIDENTIALITY

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

## 11. COMMUNICATION AND NOTICES

- 11.1 Ordering for the services described herein from SBC-12STATE shall be directed to CLEC's Account Manager. Billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

## 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.

000460

# APPENDIX PERFORMANCE MEASUREMENTS

000461

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SOLE REMEDY.....	3
3. DEFINITIONS .....	3
4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH.....	4
5. LIQUIDATED DAMAGES AS FORM OF REMEDY .....	4
6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY .....	4
7. LIQUIDATED DAMAGES; METHOD OF CALCULATION .....	4
8. TABLE OF CRITICAL VALUES.....	7
9. LIMITATIONS .....	8
10. RECORDS AND REPORTS .....	9
11 AUDITS.....	9
12. INITIAL IMPLEMENTATION .....	10
13. PERFORMANCE MEASUREMENTS.....	10

000462

## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

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

### 2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

### 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.

000463

### 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;

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

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

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

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

$\delta^2_{\text{ILEC}}$  = Calculated variance for ILEC.

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

$n_{\text{CLEC}}$  = 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;

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

$P_{\text{ILEC}}$  = ILEC Proportion

$P_{\text{CLEC}}$  = CLEC Proportion

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

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

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

$n_{\text{CLEC}}$  = 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  $P_{\text{ILEC}} = 0$  (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,  $P_{\text{FE}}$ , of the data given the hypothesis of parity.:

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

Where;

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

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

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

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

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

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

000465



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

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

Where;

$H_{CLEC}$  = numerator for the CLEC

$H_{ILEC}$  = numerator for the ILEC

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

$D_{CLEC}$  = denominator for CLEC

$D_{ILEC}$  = denominator for ILEC

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

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

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

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

Where;

$DIFF = M_{CLEC} - BM$

$M_{CLEC}$  = CLEC Average

$BM$  = Benchmark

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

$\delta^2_{CLEC}$  = Calculated variance for CLEC.

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

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

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

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

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

Where

$K = PN$

$P$  = CLEC proportion

$N$  = number of observations or samples used in CLEC measurement

$B$  = benchmark expressed as a proportion

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

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

with the same definition of symbols as is given above.

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

000466

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

000467

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

## 9. LIMITATIONS

- 9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6: Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC 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

000471

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS .....	3
3. SCOPE OF APPENDIX .....	4
4. RESPONSIBILITIES OF THE PARTIES .....	4
5. COMPENSATION.....	5
6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES .....	5
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	5



## 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 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.5 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.8 The prices at which **SBC SOUTHWEST REGION 5-STATE** 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 System" (BCC CATS)** - 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 SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including SBC SOUTHWEST REGION 5-STATE), 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 SOUTHWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to SBC SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of SBC SOUTHWEST REGION 5-STATE bill to CLEC for such services.
- 4.4 SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE) 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 SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by SBC

**SOUTHWEST REGION 5-STATE** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC SOUTHWEST REGION 5-STATE** 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 SOUTHWEST REGION 5-STATE** may net amounts due to CLEC under this Appendix against amounts owed to **SBC SOUTHWEST REGION 5-STATE** when **SBC SOUTHWEST REGION 5-STATE** 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 SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

## 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.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
			1 - 1	# 9-1-1 Trunks Requested
9-1-1 Database Manager	CLEC Service Area Description:		"Default" PSAP / ESN	SS7 Point Code
	Rate Center(s):			
Switch Site Contact				

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(2)

(3)

**Date Prepared**

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## APPENDIX-PRICING

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**TABLE OF CONTENTS**

1. INTRODUCTION.....	3
2. RECURRING CHARGES.....	3
3. NON-RECURRING CHARGES .....	4
4. UNBUNDLED LOCAL SWITCHING (ULS).....	4
5. BILLING.....	6
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	6

000478

## APPENDIX PRICING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SBC ARKANSAS** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in Appendix Pricing:
- | <u>Rate Zone:</u> | <u>Total Access Lines:</u> |
|-------------------|----------------------------|
| Zone 1 (Rural)    | 3,000 or fewer             |
| Zone 2 (Suburban) | 3,001 - 18,000             |
| Zone 3 (Urban)    | 18,001 or Greater          |
- 1.6 For modifications of **SBC ARKANSAS'** plant facilities see the BFR process to satisfy the CLEC request.
- 1.7 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

### 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC ARKANSAS** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4.

000479



When the calculation results in a fraction of a mile, SBC ARKANSAS will round up to the next whole mile before determining the mileage and applying rates.

- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

### 3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC ARKANSAS network, without any changes to SBC ARKANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC ARKANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

### 4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.
- 4.2 Rate Structure for ULS
- 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:
- 4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SBC ARKANSAS End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.1.3 SBC ARKANSAS will not bill ULS-T for Intra switch calls.
- 4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:
- 4.3 General Principles for Inter Switch Calls
- 4.3.1 Local Calls
- 4.3.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SBC ARKANSAS' common network, CLEC will pay charges

for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SBC ARKANSAS will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

#### 4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using SBC ARKANSAS unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SBC ARKANSAS access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SBC ARKANSAS ULS-O usage, signaling, common transport, and tandem switching for such calls. SBC ARKANSAS will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using SBC ARKANSAS unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SBC ARKANSAS to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using SBC ARKANSAS unbundled local switching, then CLEC will pay SBC ARKANSAS ULS-O usage and signaling only in connection with such calls. SBC ARKANSAS will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SBC ARKANSAS will not charge terminating access to CLEC or the IXC except that SBC ARKANSAS may bill the IXC for terminating transport in cases where the IXC has chosen SBC ARKANSAS as its transport provider.

#### 4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, SBC ARKANSAS will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

#### 4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

**5. BILLING**

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

**6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 6.1 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.

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: xx/xx/xx  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate	Nonrecurring First	Nonrecurring Rate Additional	Subsequent Changes
1		<b>UNBUNDLED NETWORK ELEMENTS</b>							
2		<b>Local Loops</b>	Disconnect Loop from inside wiring, per NID	NRBND	None	\$	68.35	\$	34.15
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 71.05	\$	41.05	\$	16.50
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 31.60	\$	41.05	\$	16.50
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 18.75	\$	41.05	\$	16.50
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.60	\$	48.55	\$	18.20
7			4-Wire Analog Zone 1 (Rural)	U4H	\$ 145.50	\$	282.20	\$	107.95
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 64.80	\$	282.20	\$	107.95
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 38.80	\$	282.20	\$	107.95
10			2-Wire Digital Zone 1 (Rural)	U2Q	\$ 119.95	\$	126.65	\$	66.40
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 59.95	\$	126.65	\$	66.40
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 42.55	\$	126.65	\$	66.40
13			4-Wire Digital Zone 1 (Rural)	U4D1X	\$ 201.15	\$	299.10	\$	117.95
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 153.35	\$	299.10	\$	117.95
15			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 131.85	\$	299.10	\$	117.95
16			4-Wire Digital Zone 1 (Rural)	U4D1X	\$ 201.15	\$	299.10	\$	117.95
17			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 153.35	\$	299.10	\$	117.95
18			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 131.85	\$	299.10	\$	117.95
19			DS3 Loop Zone 1 (Rural)	U4D3X	ICB	\$	876.30	\$	379.52
20			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,028.05	\$	876.30	\$	379.52
21			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 783.80	\$	876.30	\$	379.52
22		<b>DSL Capable Loops</b>							
23		<b>2-Wire xDSL Loop</b>	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 71.05	\$	41.05	\$	16.50
24			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 31.60	\$	41.05	\$	16.50
25			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 18.75	\$	41.05	\$	16.50
26			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 71.05	\$	41.05	\$	16.50
27			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 31.60	\$	41.05	\$	16.50
28			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 18.75	\$	41.05	\$	16.50
29			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 71.05	\$	41.05	\$	16.50
30			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 31.60	\$	41.05	\$	16.50
31			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 18.75	\$	41.05	\$	16.50
32			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 71.05	\$	41.05	\$	16.50
33			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 31.60	\$	41.05	\$	16.50
34			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 18.75	\$	41.05	\$	16.50
35			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 71.05	\$	41.05	\$	16.50
36			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 31.60	\$	41.05	\$	16.50
37			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 18.75	\$	41.05	\$	16.50
38			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 71.05	\$	41.05	\$	16.50
39			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 31.60	\$	41.05	\$	16.50
40			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 18.75	\$	41.05	\$	16.50
41		<b>4-Wire xDSL Loop</b>	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 145.50	\$	282.20	\$	107.95
42			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 64.80	\$	282.20	\$	107.95
43			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 38.80	\$	282.20	\$	107.95
44			* USOCs used for inventory purpose only						
45									
46		<b>IDSL Capable Loops</b>	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 119.95	\$	126.65	\$	66.40
47			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 59.95	\$	126.65	\$	66.40
48			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 42.55	\$	126.65	\$	66.40

UNE AECN  
 RESALE AECN  
 AONA

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
 Effective Date: 10/01/03  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
49								
50		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
51			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.52	N/A	
52			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
53		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 353.30	\$ 16.80	
54			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 353.30	\$ 16.80	
55			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 138.30	\$ 16.80	
56			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 901.85	\$ 47.20	
57			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTW	None	\$ 618.00	\$ 32.00	
58			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 235.10	\$ 32.00	
59			Removal of Excessive Bridged Taps	NRBXW	None	\$ 593.55	\$ 30.40	
60			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 296.75	\$ 15.20	
61			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 96.80	\$ 15.20	
62			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,474.95	\$ 53.00	
63			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 601.35	\$ 22.70	
64			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 233.15	\$ 22.70	
65			Removal of Load Coils	NRBXZ	None	\$ 971.60	\$ 22.60	
66			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 323.85	\$ 7.15	
67			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 136.36	\$ 7.15	
68								
69		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.95	\$ 137.85	TBD	
70			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 65.14	\$ 28.51	
71			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 77.29	\$ 39.81	
72		LST	LST performed on CODSLAM Loop	URCLD	None	\$226.95	None	
73			LST performed on Sub Loop	URCLB	None	\$ 194.57	None	
74		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.57	\$ 80.63	\$ 76.76	
75			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 65.14	\$ 28.51	
76			4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 95.45	\$ 91.58	
77			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 77.29	\$ 39.81	
78			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.57	\$ 80.63	\$ 76.76	
79			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 65.14	\$ 28.51	
80			4-Wire Digital Loop to Collocation	UDLY4	\$ 8.43	\$ 95.45	\$ 91.58	
81			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 18.69	\$ 176.43	\$ 110.47	

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PAGE 2 OF 17  
 Date Prepared:

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: xxxxxx  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
82			2-wire Analog Loop to Analog Line Port	UDLX2	\$ -	\$ 76.10	\$ 48.25	
83			2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD	
84			2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	\$ 20.03	\$ 19.16	
85			4-wire Digital Loop to ISDN PRI Trunk Port	RECP4	\$ 8.43	\$ 95.45	\$ 91.58	
86			4-wire Digital Loop to DS1 Trunk Port	RECP4	\$ 8.43	\$ 95.45	\$ 91.58	
87		Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.35	None	None	
88			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.14	None	None	
89			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.52	None	None	
90			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 24.81	None	None	
91			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 12.13	None	None	
92			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 7.22	None	None	
93			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 29.01	None	None	
94			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 16.03	None	None	
95			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 11.03	None	None	
96			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 24.05	None	None	
97			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.47	None	None	
98			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 6.20	None	None	
99			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 28.25	None	None	
100			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 15.36	None	None	
101			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 10.01	None	None	
102			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.32	None	None	
103			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.02	None	None	
104			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 3.93	None	None	
105			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.69	None	None	
106			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.28	None	None	
107			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 3.04	None	None	
108			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 49.63	None	None	
109			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 24.26	None	None	
110			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 14.44	None	None	
111			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.02	None	None	
112			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 32.06	None	None	
113			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 22.06	None	None	
114			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 48.10	None	None	
115			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 22.93	None	None	
116			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 12.40	None	None	
117			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 56.49	None	None	
118			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.73	None	None	
119			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 20.02	None	None	
120			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 8.64	None	None	
121			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 8.04	None	None	
122			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.87	None	None	
123			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.35	None	None	
124			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.13	None	None	
125			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.47	None	None	
126			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 24.82	None	None	
127			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 12.13	None	None	
128			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 7.17	None	None	

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**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
 Effective Date: 10/20/03  
 SBC AR/NOV ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
129			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 29.01	None	None	
130			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 16.02	None	None	
131			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 10.98	None	None	
132			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 24.05	None	None	
133			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.46	None	None	
134			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 6.15	None	None	
135			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 28.25	None	None	
136			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 15.36	None	None	
137			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 9.96	None	None	
138			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.32	None	None	
139			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.02	None	None	
140			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 3.93	None	None	
141			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.70	None	None	
142			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.27	None	None	
143			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.94	None	None	
144			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 49.63	None	None	
145			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 24.25	None	None	
146			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 14.34	None	None	
147			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.03	None	None	
148			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 32.05	None	None	
149			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 21.96	None	None	
150			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 48.10	None	None	
151			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 22.92	None	None	
152			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 12.30	None	None	
153			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 56.50	None	None	
154			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.72	None	None	
155			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 19.92	None	None	
156			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 8.64	None	None	
157			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 8.04	None	None	
158			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.87	None	None	
159		Sub-loop Unbundling Cross Connect						
160			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 258.04	\$ 97.80	
161			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 258.93	\$ 98.70	
162			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 258.04	\$ 97.80	
163			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 258.93	\$ 98.70	
164		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.95	\$ 105.70	\$ 69.40	
165			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.05	\$ 105.70	\$ 69.40	
166			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.05	\$ 105.70	\$ 69.40	
167			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.30	\$ 119.40	\$ 84.20	
168			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.35	\$ 119.40	\$ 84.20	
169			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.35	\$ 119.40	\$ 84.20	

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate	Nonrecurring First	Nonrecurring Rate Additional	Subsequent Changes
170			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 0.95	\$	105.70	\$ 69.40	
171			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.05	\$	105.70	\$ 69.40	
172			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.05	\$	105.70	\$ 69.40	
173			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.30	\$	162.75	\$ 96.80	
174			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.35	\$	162.75	\$ 96.80	
175			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.35	\$	162.75	\$ 96.80	
176			Analog Line Port to POA - Method 1	UXRE1	\$ 0.95	\$	84.15	\$ 53.35	
177			Analog Line Port to POA - Method 2	UXRE2	\$ 1.05	\$	84.15	\$ 53.35	
178			Analog Line Port to POA - Method 3	UXRE3	\$ 1.05	\$	84.15	\$ 53.35	
179			ISDN BRI Line Port to POA - Method 1	UXRL1	\$ 1.30	\$	93.90	\$ 64.00	
180			ISDN BRI Line Port to POA - Method 2	UXRL2	\$ 1.35	\$	93.90	\$ 64.00	
181			ISDN BRI Line Port to POA - Method 3	UXRL3	\$ 1.35	\$	93.90	\$ 64.00	
182			Analog DID Trunk Port to POA - Method 1	UXRH1	TBD		TBD	TBD	
183			Analog DID Trunk Port to POA - Method 2	UXRH2	TBD		TBD	TBD	
184			Analog DID Trunk Port to POA - Method 3	UXRH3	TBD		TBD	TBD	
185			Unbundled Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 10.85	N/A	N/A	N/A	
186			Unbundled Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 10.95	N/A	N/A	N/A	
187			Unbundled Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 10.95	N/A	N/A	N/A	
188			Unbundled Dedicated Transport to POA: DS3 - Method 1	Pending	ICB	ICB	ICB	ICB	
189			Unbundled Dedicated Transport to POA: DS3 - Method 2	Pending	ICB	ICB	ICB	ICB	
190			Unbundled Dedicated Transport to POA: DS3 - Method 3	Pending	ICB	ICB	ICB	ICB	
191			Unbundled Dedicated Transport to POA: OC3 - Method 1	Pending	ICB	ICB	ICB	ICB	
192			Unbundled Dedicated Transport to POA: OC3 - Method 2	Pending	ICB	ICB	ICB	ICB	
193			Unbundled Dedicated Transport to POA: OC3 - Method 3	Pending	ICB	ICB	ICB	ICB	
194			Unbundled Dedicated Transport to POA: OC12 - Method 1	Pending	ICB	ICB	ICB	ICB	
195			Unbundled Dedicated Transport to POA: OC12 - Method 2	Pending	ICB	ICB	ICB	ICB	
196			Unbundled Dedicated Transport to POA: OC12 - Method 3	Pending	ICB	ICB	ICB	ICB	
197			Unbundled Dedicated Transport to POA: OC48 - Method 1	Pending	ICB	ICB	ICB	ICB	
198			Unbundled Dedicated Transport to POA: OC48 - Method 2	Pending	ICB	ICB	ICB	ICB	
199			Unbundled Dedicated Transport to POA: OC48 - Method 3	Pending	ICB	ICB	ICB	ICB	
200		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1(Rural)	ZZULS	\$ 0.002352	None		None	
201			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.006137	None		None	
202			Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	\$ 0.004586	None		None	
203			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.0010054	None		None	
204		Customized Routing	Customized Routing	under development	ICB	ICB		ICB	
205		Customized Routing	Per query per customer line	ZZURO	\$ 0.0071320	None		None	
206		UNE AIN	Analog Line Port	UYP	\$ 2.75	\$ 93.00	\$	83.45	
207		Switch Ports	ISDN BRI Line Port	UIP	\$ 6.25	\$ 15.10	\$	8.25	
208			Analog DID Trunk Port	USP	\$ 24.20	\$ 168.20	\$	168.20	
209			Optional Calling Area (Two-way EAS) Additive	OPXEX	\$ 24.00	None		None	
210		Switch Port Cross Connects	Analog Line Port to Collocation	RECUC	TBD	TBD		TBD	
211			Analog DID Trunk Port to Collocation	RECZC	TBD	TBD		TBD	
212			ISDN BRI Line Port to Collocation	RECLC	TBD	TBD		TBD	

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: 10/10/03  
 SBC ARK/NOV ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
213		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None	\$ 2.55	None	
214			Call Waiting ID	NWT	None	\$ 2.55	None	
215			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 2.55	None	
216			Call Forwarding Variable	ESM	None	\$ 2.55	None	
217			Call Forwarding Busy Line	EVb	None	\$ 2.55	None	
218			Call Forwarding Don't Answer	EVD	None	\$ 2.55	None	
219			Call Forwarding Busy Line Don't Answer	E5E	None	\$ 2.55	None	
220			Call Transfer Disconnect	FG3	None	\$ 2.55	None	
221			Simultaneous Call Forwarding	ESD	None	\$ 2.55	None	
222			Remote Access to Call Forwarding	RC3	None	\$ 2.55	None	
223			Three-Way Calling	ESC	None	\$ 2.55	None	
224			Speed Calling 8	ESL	None	\$ 2.55	None	
225			Speed Calling 30	ESF	None	\$ 2.55	None	
226			Auto Callback/Auto Redial	NSQ	None	\$ 2.55	None	
227			Distinctive Ring/Priority Call	NSK	None	\$ 2.55	None	
228			Selective Call Rejection/Call Blocker	NSY	None	\$ 2.55	None	
229			Auto Recall/Call Return	NSS	None	\$ 2.55	None	
230			Selective Call Forwarding	NCE	None	\$ 2.55	None	
231			Calling # Delivery	NSD	None	\$ 2.55	None	
232			CNAM Delivery	NMP	None	\$ 2.55	None	
233			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 2.55	None	
234			Calling Number/Name Blocking	NSG	None	\$ 2.55	None	
235			Anonymous Call Rejection	AYK	None	\$ 2.55	None	
236			Customer Alerting Enablement	AWS	None	\$ 2.55	None	
237			Toll Restriction	DH2	None	\$ 2.55	None	
238			International Direct Dialing Blocking	NR4BK	None	\$ 2.55	None	
239		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 6.05	None	
240			Personalized Ring - DN1	DRS1X	None	\$ 6.05	None	
241			Personalized Ring - DN2	DRS2X	None	\$ 6.05	None	
242			Hunting Arrangement	NR931	None	\$ 31.20	None	
243	0000	Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 2.55	None	
244	0000		Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.35	None	None	
245	0000		Usage sensitive Call Return (per feature per port)	NV9	None	\$ 2.55	None	
246	0000		Usage sensitive Call Return (per occurrence)	ZZURE	\$ 0.05	None	None	
247	0000		Usage sensitive Auto Redial (per feature per port)	NV8	None	\$ 2.55	None	
248	0000		Usage sensitive Auto Redial (per occurrence)	ZZUAR	\$ 0.05	None	None	
249	0000		Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 2.55	None	
250			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
251		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 18.55	None	
252			Additional Call Offering for CSV per B Channel	NCO	None	\$ 5.90	None	

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**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
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APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: 10/20/03  
 SBC ARROW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
253			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 5.90	None	
254			Call Forwarding Variable per B Channel	NVF	None	\$ 5.90	None	
255			Three-way Conference Calling per B Channel	NZ3	None	\$ 5.90	None	
256		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 15.35		
257			CACH EKTS per B Channel	EFV1X	None	\$ 18.45	None	
258		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 5.90	None	
259			Calling Number Delivery	ZCN	None	\$ 5.90	None	
260			Hunt Group for CSD	HTKPG	None	\$ 5.90	None	
261			Hunt Group for CSV	GXH	None	\$ 5.90	None	
262			Message Waiting Indicator	NZW	None	\$ 5.90	None	
263			Secondary Only Telephone Number	DO6	None	\$ 5.90	None	
264		Analog Trunk Port DID Trunk Port DIDTrunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 178.00	None	
265			DID #s - Addtl. 100 #s	ND9	None	\$ 12.90	None	
266			DID #s - Initial 10 #s	NDZ	None	\$ 173.90	None	
267			DID #s - Addtl. 10 #s	NDA	None	\$ 8.80	None	
268		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 728.80	\$ 728.80	
269			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 728.80	\$ 728.80	
270			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 289.05	\$ 289.05	
271			System Subsequent Change per service office - Analog/ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 188.45	\$ 188.45	
272			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 523.10	\$ 523.10	
273		Analog Line Port & BRI Line Port Centrex-Like Features	Auto Callback Calling/Business Group Callback	RGE	None	\$ 5.90	None	
274			Call Forwarding Busy Line	GCE	None	\$ 5.90	None	
275			Call Hold	6AB	None	\$ 5.90	None	
276			Call Pickup	E3P	None	\$ 5.90	None	
277			Call Transfer - All Calls	TF1PS	None	\$ 5.90	None	
278			Class of Service Restr. - Fully	ERSFC	None	\$ 5.90	None	
279			Class of Service Restr. - Semi	RQW	None	\$ 5.90	None	
280			Class of Service Restr. - Toll	ERSPA	None	\$ 5.90	None	
281			Consult. Hold	EBE	None	\$ 5.90	None	
282			Dial Call Waiting	WDK	None	\$ 5.90	None	
283			Directed Call Pickup - Non Barge In	69D	None	\$ 5.90	None	
284			Directed Call Pickup - With Barge In	6MD	None	\$ 5.90	None	
285			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 5.90	None	
286			Hunting Arrgmt - Basic	HRK	None	\$ 5.90	None	
287			Hunting Arrgmt - Circular	HCK	None	\$ 5.90	None	

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: xx/xx/xx  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
288		<b>Analog Line Port Centrex-Like Features</b>	Standard feature initialization per analog port	NR935	None	\$ 5.05	None	
289			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	\$ 5.90	None	
290			Call Forwarding Don't Answer	69H	None	\$ 5.90	None	
291			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	\$ 5.90	None	
292			Call Waiting - Orig.	6SZ	None	\$ 5.90	None	
293			Call Waiting - Term.	HUH	None	\$ 5.90	None	
294			Speed Calling Personal	E18	None	\$ 5.90	None	
295			Three Way Calling	ESCPS	None	\$ 5.90	None	
296			Voice/Data Protection	D7N	None	\$ 5.90	None	
297			CTX Simultaneous Ring	S3M	\$0.00	\$0.00	\$0.00	
298			CTX/Plexar Simultaneous Ring 1 Number	S3S1X	\$0.00	\$0.00	\$0.00	
299		<b>BRI Line Port Centrex-Like Features</b>	Standard feature initialization per ISDN BRI Port	NR936	None	\$ 5.05	None	
300			Speed Calling Personal	NXG	None	\$ 5.90	None	
301		<b>Tandem Switching</b>	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.001665	None	None	
302		<b>Blended Transport</b>	Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.001271	None	None	
303			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.001021	None	None	
304			Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.001020	None	None	
305		<b>Common Transport</b>	Common Transport Termination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000534	None	None	
306			Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000423	None	None	
307			Common Transport Termination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000438	None	None	
308			Common Transport Facility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000034	None	None	
309			Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000014	None	None	
310			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000012	None	None	
311		<b>Unbundled Dedicated Transport (UDT)</b>						
312			UDT-DS1 Interoffice Transport, First Mile	ULNHS	\$ 50.00	\$ 310.00	\$ 220.00	
313			UDT-DS1 Interoffice Transport, Each Additional Mile	ULNHS	\$ 16.80	None	None	
314			UDT-DS3 Interoffice Transport, First Mile	ULNJS	\$ 815.00	\$ 338.00	\$ 236.00	
315			UDT-DS3 Interoffice Transport, Each Additional Mile	ULNJS	\$ 118.00	None	None	
316		<b>Dedicated Transport Cross Connect</b>	DS1 to Collocation	UCXHX	\$ 8.45	\$ 95.45	\$ 91.60	
317			DS3 to Collocation	UCXJX	ICB	ICB	ICB	
318		<b>Multiplexing</b>	DS1 to VG	UM4BX	\$ 180.00	\$ 260.00	\$ 161.00	
319			DS3 to DS1	UM4AX	\$ 815.00	\$ 1,372.00	\$ 813.00	
320		<b>Dark Fiber</b>	Dark Fiber - Interoffice per strand	ULYCX	\$ 40.13	\$ 1,114.29	\$ 1,114.29	
321			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.017115	None	None	
322			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.010742	None	None	
323			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.005865	None	None	
324			Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.85	\$ 401.91	\$ 401.91	
325			Dark Fiber Loop - CO to Customer, per foot Zone 1 (Rural)	ULOWG	\$ 0.017115	None	None	
326			Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.010742	None	None	

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**SOUTHWESTERN BELL TELEPHONE L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
 Effective Date: 10/01/03  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
327			Dark Fiber Loop - CO to Customer, per foot Zone 3 (Urban)	ULOWG	\$ 0.005865	None	None	
328			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.32	\$ 51.15	\$ 51.15	
329			Dark Fiber Cross Connect - Loop	UKCHX	\$ 2.25	\$ 41.73	\$ 41.73	
330			Dark Fiber - Loop Inquiry	NR9D7	None	\$ 72.96	\$ 72.96	
331			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 350.65	\$ 350.65	
332		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	Not Applicable	\$ 0.0260	None	None	
333			OLNS Query (Includes SMS)	Not Applicable	\$ 0.0055	None	None	
334			CNAM Query (Includes SMS)	Not Applicable	\$ 0.0036	None	None	
335			Query Transport (Applies to Validation, OLNS & CNAM)	Not Applicable	\$ 0.0044	None	None	
336			Service Order Cost	Not Applicable	None	\$ 281.15	None	
337			Service Establishment Charge	Not Applicable	None	\$ 56.55	None	
338		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000400	None	None	
339			Call Handling and Destination	Not Applicable	\$ 0.000052	None	None	
340		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 66.05	None	
341			Manual Change - Simple	NRBUO	None	\$ 63.70	None	
342			Manual Record - Simple	NRBUU	None	\$ 39.45	None	
343			Manual Disconnect - Simple	NRBUW	None	\$ 33.05	None	
344			Manual Suspend - Simple	NRBJZ	None	\$ 39.45	None	
345			Manual Restore - Simple	NRBJ9	None	\$ 39.45	None	
346			Manual Expedited - Simple	NRMV1	None	\$ 66.05	None	
347			Manual Customer Not Ready - Simple	NRMV5	None	\$ 66.05	None	
348			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 66.05	None	
349			Manual New - Complex	NRBUR	None	\$ 270.70	None	
350			Manual Change - Complex	NRBUP	None	\$ 150.40	None	
351			Manual Record - Complex	NRBUV	None	\$ 126.15	None	
352			Manual Disconnect - Complex	NRBUX	None	\$ 72.30	None	
353			Manual Suspend - Complex	NRBJ7	None	\$ 126.15	None	
354			Manual Restore - Complex	NRBJ8	None	\$ 126.15	None	
355			Manual Expedited - Complex	NRMV2	None	\$ 270.70	None	
356			Manual Customer Not Ready - Complex	NRMV6	None	\$ 270.70	None	
357			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 270.70	None	
358			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
359			Electronic New - Complex	NRBGX	None	\$ 79.62	None	
360			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
361			Electronic Change - Complex	NR9G8	None	\$ 79.62	None	
362			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
363			Electronic Record - Complex	NR9G7	None	\$ 5.03	None	
364			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
365			Electronic Disconnect - Complex	NR9G9	None	\$ 27.21	None	
366			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
367			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
368			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None	
369			Electronic Expedited Complex	NRMVX	None	\$ 5.00	None	

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 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
 Effective Date: xx/xx/xx  
 SBC ARK/NOV ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate	Nonrecurring First	Nonrecurring Rate Additional	Subsequent Changes
370			Electronic Customer Not Ready - Simple	NRMV9	None	\$	5.00	None	
371			Electronic Customer Not Ready - Complex	NRMVY	None	\$	5.00	None	
372			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$	5.00	None	
373			Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$	5.00	None	
374			PIC Change Charge	NRBL9	None	\$	5.00	None	
375		OTHER							
376									
377		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	None	
378			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	None	
379			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	None	
380			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	None	
381			Directory Assistance - Branding - Initial/Subsequent Load		None	\$	1,800.00	None	
382			Directory Assistance - Branding - per call	ZZUCB	\$ 0.025	None	None	None	
383									
384			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$	2,200.00	None	
385			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$	1,000.00	None	
386			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$	0.0585	None	
387			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$	0.0585	None	
388			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	None	
389			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	None	
390			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	None	
391		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	None	
392			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	None	
393			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$	1,800.00	None	
394			Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	None	
395									
396			Operator Services - Rate Reference -Initial Load	NRBDL	None	\$	2,200.00	None	
397			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$	1,000.00	None	
398			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$	614.46	None	
399			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$	614.46	None	
400									
401		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$	10,000.00	None	
402			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000289	None	None	None	
403			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	None	
404		BCR	Per interstate local message	Not Applicable	\$ 0.08	None	None	None	
405			Per local message	Not Applicable	\$ 0.05	None	None	None	
406		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	None	
407			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	None	
408			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	None	

LINE AECN:  
 RESALE AECN  
 ACNA:

PAGE 10 OF 17  
 Date Prepared:

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ASP-BOUND ONLY  
 Effective Date: 10/01/03  
 SBC ARROW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
409			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
410			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
411		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
412			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
413		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 71.20	\$ 34.25	
414			Overtime - per half hour	MVV	None	\$ 88.85	\$ 43.10	
415			Premium Time - per half hour	MVV	None	\$ 106.55	\$ 51.90	
416		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 71.20	\$ 34.25	
417			Overtime - per half hour	ALK, ALT, ALH	None	\$ 88.85	\$ 43.10	
418			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 106.55	\$ 51.90	
419					Annual Rates			
420		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.35			
421		(Structure)						
422			Per Foot Conduit Occupancy Fees					
423			Full Duct (\$/ft/yr.)		\$ 0.67			
424			Half Duct (\$/ft/yr)		\$ 0.33			
425			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
426								
427			Contract Administration Fee			\$ 125.00		
428			Administrative Record-Keeping Fee			\$ 125.00		
429								
430								
431		<b>RECIPROCAL COMPENSATION</b>						
432		<b>End Office Local Termination - Zone 1 Rural</b>						
433			Set up charge, per call	ZZUR8	\$ 0.001944			
434			Duration charge, per MOU	ZZUR2	\$ 0.001862			
435		<b>End Office Local Termination - Zone 2 Suburban</b>						
436			Set up charge, per call	ZZUR8	\$ 0.001299			
437			Duration charge, per MOU	ZZUR2	\$ 0.001244			
438		<b>End Office Local Termination - Zone 3 Urban</b>						
439			Set up charge, per call	ZZUR8	\$ 0.001007			
440			Duration charge, per MOU	ZZUR2	\$ 0.000964			
441		Tandem Switching		ZZUR1	\$ 0.000789			
442								
443		Common Transport						
444			Termination per Minute of Use Zone 1 (Rural)	ZZUST	0.000196			
445			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	0.000171			
446			Termination per Minute of Use Zone 3 (Urban)	ZZUST	0.000157			
447			Termination per Minute of Use Interzone	ZZUST	0.000186			
448			Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	0.000006			

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**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
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 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: 12/31/03  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
449			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	0.000003			
450			Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	0.000001			
451			Facilities per Minute, per Mile Interzone	ZZURF	0.000001			
452								
453		Rate for Presumed ISP-Bound Traffic as per FCC 01-131		USAGE	\$ 0.0007			
454								
455		Transiting	Transiting-Zone 1 (Rural)	Not Applicable	\$ 0.002251	None	None	
456			Transiting-Zone 2 (Suburban)	Not Applicable	\$ 0.002152	None	None	
457			Transiting-Zone 3 (Urban)	Not Applicable	\$ 0.002137	None	None	
458			Transiting-OCA (Optional Area)	Not Applicable	\$ 0.004000	None	None	
459			Transiting-Out of Region	Not Applicable	\$ 0.006000	None	None	
460		OCA	OCA Transport & Termination	Not Applicable	\$ 0.016000	None	None	
461								
462		RESALE			RESALE DISCOUNTS			
463			BUSINESS		RECURRING	NON-RECURRING		
464			LOCAL EXCHANGE SERVICE					
465			Business 1 Party		14.50%	14.50%		
466			Business - Multi-Line Hunting		14.50%	14.50%		
467			Business Measured		14.50%	14.50%		
468			Business Measured (HTG Class of Service)		14.50%	14.50%		
469			Customer Owned Pay Telephone Service		14.50%	14.50%		
470			Line Amplifier		14.50%	14.50%		
471			Message Register Equipment		14.50%	14.50%		
472			Service Connections, Moves and Changes		14.50%	14.50%		
473			Special Billing Numbers		14.50%	14.50%		
474			Telephone Answering and Secretarial Service		14.50%	14.50%		
475								
476			EXPANDED LOCAL CALLING					
477			Mandatory EAS		14.50%	14.50%		
478			MetroPlus		14.50%	14.50%		
479								
480			VERTICAL SERVICES					
481			Auto Redial		14.50%	14.50%		
482			Call Blocker		14.50%	14.50%		
483			Call Forwarding		14.50%	14.50%		
484			Call Forwarding - Busy Line		14.50%	14.50%		
485			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
486			Call Forwarding - Don't Answer		14.50%	14.50%		
487			Call Return		14.50%	14.50%		
488			Call Trace		14.50%	14.50%		
489			Call Waiting		14.50%	14.50%		
490			Calling Name		14.50%	14.50%		
491			Calling Number		14.50%	14.50%		
492			Personalized Ring (1 dependent number)		14.50%	14.50%		
493			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
494			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
495			Priority Call		14.50%	14.50%		

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 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
 Effective Date: 12/30/03  
 SBC ARKOW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
496			Remote Access to Call Forwarding		14.50%	14.50%		
497			Selective Call Forwarding		14.50%	14.50%		
498			Simultaneous Call Forwarding		14.50%	14.50%		
499			Speed Calling		14.50%	14.50%		
500			Three Way Calling		14.50%	14.50%		
501								
502			DID					
503			DID (First Block of 100 - Category 1)		14.50%	14.50%		
504			DID (First Block of 10 - Category 1)		14.50%	14.50%		
505			DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%		
506			DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%		
507			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%		
508			DID (with Multifrequency)		14.50%	14.50%		
509			DID (with Dual-Tone Multifrequency)		14.50%	14.50%		
510			DID (1st 10 Trunks or access lines)		14.50%	14.50%		
511			DID (11th thru 50th trunk or network access line)		14.50%	14.50%		
512			DID (51st trunk or network access line)		14.50%	14.50%		
513								
514			TRUNKS					
515			Analog Trunks		14.50%	14.50%		
516			Digital Trunks		14.50%	14.50%		
517			PBX Dormitory Trunks		14.50%	14.50%		
518								
519			AIN					
520			Area Wide Networking		14.50%	14.50%		
521			Caller Intelidata		14.50%	14.50%		
522			Disaster Routing Service		14.50%	14.50%		
523			Intelligent Redirectsm		14.50%	14.50%		
524			Intellinumber		14.50%	14.50%		
525			Positive ID		14.50%	14.50%		
526								
527			OTHER					
528			Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%		
529			Busy Out Arrangement		14.50%	14.50%		
530			Conference Telephone Service		14.50%	14.50%		
531			Customer Alerting Enablement		14.50%	14.50%		
532			Grandfathered Services		14.50%	14.50%		
533			Hot Line		14.50%	14.50%		
534			Hunting		14.50%	14.50%		
535			Improved Transmission		14.50%	14.50%		
536			Intercept Referral Service		14.50%	14.50%		
537			Local Operator Assistance Service		14.50%	14.50%		
538			Night Number associated with Telephone Number		14.50%	14.50%		
539			Night Number associated with a Terminal		14.50%	14.50%		
540			Promotions (Greater than 90 days)		14.50%	14.50%		
541			Telebranch®		14.50%	14.50%		
542			Preferred Number Service		14.50%	14.50%		
543			Second Line Control		14.50%	14.50%		
544			TouchTone		14.50%	14.50%		

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 Nov 11, 2003

APPENDIX PRICING/SP-BOUND ONLY  
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 SBC ARKANSAS ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
545			Voice Dial		14.50%	14.50%		
546			Warm Line		14.50%	14.50%		
547								
548			Data Services					
549			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%		
550			PBX Trunks		14.50%	14.50%		
551			Mult-Service Optical Network (MON)		14.50%	14.50%		
552			OCn-PTP		14.50%	14.50%		
553			DS3		14.50%	14.50%		
554								
555			ISDN					
556			Digilinesm (ISDN BRI)		14.50%	14.50%		
557			Select Video Plus®		14.50%	14.50%		
558			Smart Trunksm (ISDN PRI)		14.50%	14.50%		
559			SuperTrunk		14.50%	14.50%		
560								
561			TOLL					
562			IntraLata MTS		14.50%	14.50%		
563			MaxiMizer 800®		14.50%	14.50%		
564			OutWATS		14.50%	14.50%		
565			800 Service		14.50%	14.50%		
566								
567			OPTIONAL TOLL CALLING PLANS					
568			1+ SAVERsm		14.50%	14.50%		
569			Designated Number Service (1+SAVER Directsm)		14.50%	14.50%		
570			Circle Saver		14.50%	14.50%		
571			Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%		
572			Community Calling Service		14.50%	14.50%		
573			Extended Community Saver		14.50%	14.50%		
574								
575			PLEXAR®					
576			Plexar I®		14.50%	14.50%		
577			Plexar II®		14.50%	14.50%		
578								
579			PRIVATE LINE					
580			Analog Private Lines		14.50%	14.50%		
581			Announcement Distribution Services		14.50%	14.50%		
582			DOVLink		14.50%	14.50%		
583			Foreign Exchange Service		14.50%	14.50%		
584			Foreign Serving Office		14.50%	14.50%		
585			Frame Relay		14.50%	14.50%		
586			Group Alerting Services		14.50%	14.50%		
587			MegaLink I®		14.50%	14.50%		
588			MegaLink II®		14.50%	14.50%		
589			MegaLink III®		14.50%	14.50%		
590			MicroLink I®		14.50%	14.50%		
591			MicroLink II®		14.50%	14.50%		
592			Public Response Calling Service		0.145	\$ 0.15		
593								

UNE AECN:  
 RESALE AECN  
 ACNA:

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: xx/xx/xx  
 SBC ARROW ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
594					RESALE DISCOUNTS			
595			RESIDENCE		RECURRING	NON-RECURRING		
596			LOCAL EXCHANGE SERVICE					
597			Life Line and Link Up America Services		14.50%	14.50%		
598			Residence 1 Party		14.50%	14.50%		
599			Residence Measured		14.50%	14.50%		
600			Service Connections, Moves and Changes		14.50%	14.50%		
601								
602			EXPANDED LOCAL CALLING					
603			Expanded Local Calling (Mandatory)		14.50%	14.50%		
604			MetroPlus		14.50%	14.50%		
605								
606			VERTICAL SERVICES					
607			Auto Redial		14.50%	14.50%		
608			Call Blocker		14.50%	14.50%		
609			Call Forwarding		14.50%	14.50%		
610			Call Forwarding - Busy Line		14.50%	14.50%		
611			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
612			Call Forwarding - Don't Answer		14.50%	14.50%		
613			Call Return		14.50%	14.50%		
614			Call Trace		14.50%	14.50%		
615			Call Waiting		14.50%	14.50%		
616			Calling Name		14.50%	14.50%		
617			Calling Number		14.50%	14.50%		
618			ComCall®		14.50%	14.50%		
619			Personalized Ring (1 dependent number)		14.50%	14.50%		
620			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
621			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
622			Priority Call		\$ 0.145	\$ 0.15		
623			Remote Access to Call Forwarding		\$ 0.15	\$ 0.15		
624			Selective Call Forwarding		\$ 0.15	\$ 0.15		
625			Simultaneous Call Forwarding		\$ 0.15	\$ 0.15		
626			Speed Calling		\$ 0.15	\$ 0.15		
627			Three Way Calling		\$ 0.15	\$ 0.15		
628								
629			ISDN					
630			Digiline		\$ 0.145	\$ 0.15		
631								
632			OTHER					
633			Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%		
634			Conference Telephone Service		14.5%	14.5%		
635			Customer Alerting Enablement		14.5%	14.5%		
636			Grandfathered Services		14.5%	14.5%		
637			Hot Line		14.5%	14.5%		
638			Improved Transmission		14.5%	14.5%		
639			Intercept Referral Service		14.5%	14.5%		
640			Local Operator Assistance Service		14.5%	14.5%		
641			Promotions (Greater than 90 days)		14.5%	14.5%		
642			Preferred Number Service		14.5%	14.5%		

UNE AEON  
 RESALE AEON  
 ACNA

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a**  
**SBC ARKANSAS**  
 Nov 11, 2003

APPENDIX PRICING/ISP-BOUND ONLY  
 Effective Date: 10/10/03  
 SBC ARKANSAS ACQUISITION CORPORATION

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
643			Second Line Control		14.5%	14.5%		
644			TouchTone		14.5%	14.5%		
645			Voice Dial		14.5%	14.5%		
646			Warm Line		14.5%	14.5%		
647								
648					RESALE DISCOUNTS			
649		OTHER (Resale)			RECURRING	NON- RECURRING		
650			DIRECTORY ASSISTANCE SERVICES		14.5%	14.5%		
651			Nationwide Listing Services (NLS)		14.5%	14.5%		
652								
653			TOLL					
654			Home 800sm		14.5%	14.5%		
655			IntraLATA MTS		14.5%	14.5%		
656			WATS		14.5%	14.5%		
657								
658			OPTIONAL TOLL CALLING PLANS					
659			1+ SAVERsm		14.5%	14.5%		
660			Designated Number Service (1+SAVER Directsm)		14.5%	14.5%		
661			Circle Saver		14.5%	14.5%		
662			Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%		
663			Community Calling Service		14.5%	14.5%		
664			Extended Community Saver		14.5%	14.5%		
665			900 Call Restriction		14.5%	14.5%		
666			Access Services		0.0%	0.0%		
667			Additional Directory Listings		14.5%	14.5%		
668			Bill Plus		5.0%	5.0%		
669			Company Initiated Suspension Service		0.0%	0.0%		
670			Connections with Terminal Equipment and Communications Equipment		0.0%	0.0%		
671			Consolidated Billing		5.0%	5.0%		
672			Construction Charges		0.0%	0.0%		
673			Customer Initiated Suspension Service		0.0%	0.0%		
674			Exchange Connection Service		0.0%	0.0%		
675			Joint User Service		0.0%	0.0%		
676			Maintenance of Service Charges		0.0%	0.0%		
677			Plexar Custom®		0.0%	0.0%		
678			Prepaid Calling Cards		14.5%	14.5%		
679			Telecommunications Service Priority Systems		0.0%	0.0%		
680			Toll Billing Exception (Billed Number Screen)		14.5%	14.5%		
681			Toll Restriction		14.5%	14.5%		
682			Wireless Carrier Interconnection Services		0.0%	0.0%		
683								
684			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
685								
686			Local disconnect Report (LDR)					
687			Per WTN		\$ 0.10	NA	NA	
688								

UNE AECN  
 RESALE AECN  
 ACNA:

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
689			Simple conversion charge per billable number		NA	\$ 25.00	NA	
690			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
691			Complex conversion orders per billable number		NA	\$ 125.00	NA	
692								
693			SBC Arkansas transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
694			party pub, per occurrence, per dir publisher					
695								
696			OS/DA					
697			Branding - Resellers					
698			- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
699			- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
700			- Per Call	ZZUCB	\$ 0.025	NA	NA	
701			Rate Reference - Resellers					
702			- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
703			- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
704								
705								

000439

## SBC ARKANSAS

March 17, 2003

PRICING  
SBC AR/NOW ACQUISITION CORPORATION  
Collo Svcs

Collocation Services					
Arkansas		CAGE			
		QUOTE SHEET			
COST ELEMENT	UNIT	USOC	RATE MONTHLY RECURRING	RATE NON- RECURRING	
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>					
<b>REAL ESTATE</b>					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$26.15	
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$68.28	
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$7.08		
<b>COMMON SYSTEMS</b>					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.37	\$113.09	
<b>POWER PROVISIONING</b>					
<b>Power Engineering:</b>					
ILEC-Vendor Engineering	Per Application	NRL6Q		\$565.85	
DC Power Engineering	Per Application	NRL6P		\$664.35	
<b>Power Panel:</b>					
50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00	
200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00	
<b>Power Cable and Infrastructure:</b>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.15	\$46.86	
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	
<b>Equipment Grounding:</b>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.10	\$29.76	
<b>POWER CONSUMPTION (Including HVAC)</b>					
20 Amps	Per 20 Amps	S8FPT	\$233.52		
40 Amps	Per 40 Amps	S8FQD	\$467.03		
50 Amps	Per 50 Amps	S8FPS	\$583.79		
100 Amps	Per 100 Amps	S8FQE	\$973.72		
200 Amps	Per 200 Amps	S8FQF	\$1,947.45		
400 Amps	Per 400 Amps	SP1QJ	\$3,894.90		
<b>FIBER CABLE PLACEMENT</b>					
<b>Central Office:</b>					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9	\$12.58	\$965.90	
Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.25		
<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
<b>MISCELLANEOUS COSTS</b>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.03	\$14.40	
Bits Timing	Per two circuits	S8FQT	\$1.64	\$679.02	
Space Availability Report	Per Premise	NRLYX		\$110.65	
Security Access / ID Cards	Per Card	NRLZW		\$29.99	
ID Card	Per Card	NONE		\$0.00	

TBD - To be det  
NRO - Nonrecurring only  
ICB - Indly case basis  
NA - Not applicable  
## - USOC under dev