XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: SBC-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1.0 **General:**

1.1 **Deployment of xDSL Technologies: SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2.0 **Loop Makeup Information and Ordering: SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3.0 **Provisioning Intervals**: **SBC-12STATE**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE**'s advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4.0 **Loop Conditioning:**

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available

loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. **SBC-12STATE** In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where **SBC-12STATE** removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.

4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.

4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by **SBC-12STATE** to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 **Maintenance, Repair and Testing: SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 **Maintenance Scope: SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate.

4.3.2 **CLEC Submitted Trouble Ticket**: If CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE**, following **SBC-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.

4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE's** resolution of the trouble. If, however, the trouble is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5.0 **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6.0 **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC-12STATE**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC-12STATE**'s OSS.

7.0 **Pricing/Rates:**

7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.

7.2 In those instances specified herein, or in the event that **SBC-12STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by **SBC-12STATE** are performed outside of standard business hours.

8.0 **Definitions Applicable to this Appendix:**

8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.

8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each **SBC-12STATE** state.

8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.

8.5 **"SBC-12STATE"** as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.

8.6 "**Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.