

*** ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)**

1. * INTRODUCTION

- 1.1 * This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCI's option, applies to xDSL Loops, with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with SBC MISSOURI's hybrid copper/fiber architecture (e.g., SBC's Broadband Service offering(s) or any successor offering(s)). This process is being made available to MCI by SBC MISSOURI as a voluntary offer alternative to SBC MISSOURI's existing ordering processes.
- 1.2 * Intentionally Omitted.
- 1.3 * MCI may use SBC MISSOURI's Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").
- 1.4 * SBC MISSOURI shall provide MCI with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

2. * DEFINITIONS

In addition to the definitions in Appendix xDSL, and Definitions, the following definitions shall apply to this Attachment YZP.

- 2.1 * "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.2 * "Sync Test" as used herein shall refer to the procedures used by MCI, when MCI's provided test equipment, verifies there is communication, or "sync", from MCI's collocated DSLAM to the last cable pair leaving the SBC MISSOURI Central Office to the End-User premise.

3. * YZP OFFERING

- 3.1 * Provisioning Process:
 - 3.1.1 * MCI will provide SBC MISSOURI with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCI intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.
 - 3.1.2 * MCI will order eligible xDSL Loops, using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.
 - 3.1.3 * MCI may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCI is utilizing the YZP process.

- 3.1.4 * SBC MISSOURI shall provision orders submitted using the YZP process within five (5) business days for xDSL Loops.

3.2 * Maintenance Process

- 3.2.1 * The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCI_m experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCI_m shall choose one of the two options set forth below:

3.2.1.1 * OPTION 1: Trouble Ticket

3.2.1.1.1 * MCI_m may generate a trouble ticket with SBC MISSOURI's Local Operations Center (LOC) identifying the reason why MCI_m is experiencing a situation in which its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCI_m's own testing, the YZP trouble ticket may be conditioning related. The SBC MISSOURI LOC will analyze MCI_m provided test results and try to determine why MCI_m's DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on SBC MISSOURI's side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, SBC MISSOURI will offer a five (5) business day interval from the time MCI_m submits the trouble ticket.

3.2.1.1.2 * SBC MISSOURI's LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

3.2.1.1.3 * On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, has been ordered using the YZP process, SBC MISSOURI will use that YZP designation and MCI_m's opening of a trouble ticket as authorization from MCI_m for SBC MISSOURI to perform the requested conditioning on the xDSL Loop, including whatever work SBC MISSOURI believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by SBC MISSOURI from MCI_m, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 * OPTION 2: Disconnect

3.2.1.2.1 * MCI_m may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCI_m is utilizing the YZP process and wishes to avail itself of this Option 2, MCI_m shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCI_m submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCI_m shall pay applicable charges for work actually performed by SBC MISSOURI, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the extent that SBC MISSOURI has

performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCIm's trouble ticket) prior to the issuance of the disconnect order.

3.3 * Maintenance /Service Assurance

- 3.3.1 * SBC MISSOURI will provide resolution of MCIm-referred YZP trouble tickets for xDSL Loops, in parity with the repair intervals SBC MISSOURI provides to itself, any of its affiliates in Texas providing advanced services affiliates and other CLECs.
- 3.3.2 * Prior to opening a YZP trouble ticket, MCIm shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCIm-related.
- 3.3.3 * MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to the FCC tariffed rates set forth in Section 5 below, if:
 - 3.3.3.1 the YZP trouble ticket is opened, and it is later determined by SBC MISSOURI to be a 'No Trouble Found' (NTF) in SBC MISSOURI's portion of the network; or
 - 3.3.3.2 the loop specific inhibitor information provided by MCIm to SBC MISSOURI requires a dispatch by SBC MISSOURI but is found to be incorrect upon subsequent investigation by SBC MISSOURI during the trouble ticket resolution process; or
 - 3.3.3.3 a retrip is involved with a YZP trouble ticket (when MCIm notifies SBC MISSOURI that the loop is not working properly after initial trouble resolution), and there is NTF by SBC MISSOURI in SBC MISSOURI's portion of the network; or
 - 3.3.3.4 the need for a vendor meet is agreed upon by SBC MISSOURI and the MCIm technician is not equipped properly at the vendor meet site or MCIm's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.

3.4 * MCIm can open a YZP-related Trouble Ticket by one of the following methods:

- 3.4.1 * Via Live Call: MCIm can call SBC MISSOURI's LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or
- 3.4.2 * Via an Electronic Bonding Ticket: MCIm can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.

3.5 * Trouble Tickets where MCIm Identifies Possible Conditioning-Related Trouble:

- 3.5.1 * In those instances where MCIm's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCIm submits its YZP trouble ticket to SBC MISSOURI via live call or an electronic bonding ticket, then MCIm shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCIm of a possible conditioning-related trouble on its trouble ticket will allow the SBC MISSOURI LOC to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, and for SBC MISSOURI to perform loop conditioning

which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if SBC MISSOURI physical faults were found and cleared on the original trouble report, and MCIm testing indicates conditioning is still required.

- 3.5.2 * Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCIm opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, SBC MISSOURI will contact and provide MCIm with status after any necessary loop conditioning has been performed by SBC MISSOURI. SBC MISSOURI shall not charge MCIm for conditioning loops with an actual loop length of less than 12,000 feet.
- 3.5.3 * Conditioning. If MCIm issues a YZP trouble ticket for an xDSL Loop between 12,000 and 17,500 feet, SBC MISSOURI will use that YZP designation and the initiation of the trouble ticket by MCIm as authorization to perform any Loop conditioning for that Loop. MCIm will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.
 - * If MCIm requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.
- 3.5.4 * If MCIm requests that SBC MISSOURI perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.
- 3.6 * Trouble Tickets where MCIm Does Not Identify Conditioning as a Possible Source of the Trouble:
 - 3.6.1 * If MCIm opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the SBC MISSOURI LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCIm so that MCIm can conduct its own Sync test. If MCIm's DSLAM does not communicate with the end user customer premises, MCIm shall open another trouble ticket to address any conditioning that MCIm believes may be required on the xDSL Loop subject to the provisions set forth herein.
 - 3.6.2 * If MCIm opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop as the source of the trouble but SBC MISSOURI later determines that there is a conditioning-related problem, SBC MISSOURI shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by SBC MISSOURI.
- 3.7 * If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCIm notified, unless the ticket was initially classified as a conditioning related YZP ticket.
- 3.8 * Trouble ticket status will be provided to MCIm by SBC MISSOURI as follows:

- 3.8.1 * Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCIm to SBC MISSOURI. SBC MISSOURI will not provide ticket status until the trouble has been resolved.
- 3.8.2 * Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCIm's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by SBC MISSOURI to MCIm within eight (8) business hours from receipt of the trouble ticket. If SBC MISSOURI determines that the trouble is conditioning related, SBC MISSOURI shall convert the straight xDSL Loop, YZP trouble ticket to a YZP conditioning-related trouble ticket.
- 3.8.3 * In all cases, the SBC MISSOURI LOC will notify MCIm as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.
- 3.9 * Post Trouble Resolution Sync Testing By MCIm:
 - 3.9.1 * After MCIm is notified that the trouble has been resolved, with or without loop conditioning, MCIm shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCIm which will be governed by the same provisions set forth above.
- 3.10 * When MCIm escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on SBC MISSOURI's CLEC online website shall apply.

4. * TESTING

- 4.1 Intentionally Omitted.
- 4.2 * MCIm may not request, and SBC MISSOURI will not perform, Acceptance Testing in association with any xDSL Loops which are ordered by MCIm via the YZP process.
- 4.3 * For xDSL Loops only, MCIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket.
- 4.4 * MCIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to SBC MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).
- 4.5 * SBC MISSOURI will not specify to MCIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIm will determine its own test requirements and capabilities.

5. * PRICING

- 5.1 * MCI shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariff rates are modified during the term of this Agreement.

6. * TERM AND TERMINATION

- 6.1 * Either Party may terminate this Attachment upon 180 days advance written notice to the other Party.

7. * RESERVATION OF RIGHTS/INTERVENING LAW

- 7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

* SBC MISSOURI Position: It is SBC MISSOURI's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offers that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC MISSOURI disputes MCI's submission of the issues, relating to this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in SBC MISSOURI's position statements in the Voluntary Services YZP/RABT-YZP DPL. Without waiving said objection, SBC MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss these issues as to a non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, SBC MISSOURI does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC MISSOURI that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.