

3.4.3.2 When an End User is currently receiving PACIFIC, SNET or SBC-AM-IL LifeLine or Link-Up service, the existing PACIFIC, SNET or SBC-AM-IL Customer Service Record (CSR) will carry the appropriate service indicator. SPRINT may view this indicator on the CSR.

3.4.3.3 SPRINT may obtain LifeLine or Link-Up indicator data from PACIFIC, SNET or SBC-AM-IL 's existing retail CSR for the End User for the sole purpose of enabling SPRINT to determine whether the End User may be eligible for any similar program(s) SPRINT may offer.

3.4.3.3.1 SPRINT is exclusively responsible for all aspects of any similar SPRINT-offered program, including ensuring that any similar SPRINT-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of SPRINT's End User or applicants are eligible to participate in such programs, submitting SPRINT's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no PACIFIC, SNET or SBC-AM-IL LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by PACIFIC, SNET or SBC-AM-IL.

3.4.4 This section applies only to NEVADA:

3.4.4.1 NEVADA low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. SPRINT has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish SPRINT's own low income assistance service(s). At the end of the 90 day period, SPRINT is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. SPRINT will be responsible for designating its own billing

records and establishing and administering its low income assistance services internally.

3.4.4.2 When an End User is currently receiving NEVADA LifeLine or Link-Up service, the existing NEVADA Customer Service Record (CSR) will carry the appropriate service indicator. SPRINT may view this indicator on the CSR.

3.4.4.3 SPRINT may obtain LifeLine or Link-Up indicator data from NEVADA's existing retail CSR for the End User for the sole purpose of enabling SPRINT to determine whether the End User may be eligible for any similar program(s) SPRINT may offer.

3.4.4.4 SPRINT is exclusively responsible for all aspects of any similar SPRINT-offered program, including ensuring that any similar SPRINT-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of SPRINT's End User or applicants are eligible to participate in such programs, submitting SPRINT's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4.5 If no NEVADA LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by NEVADA.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to NEVADA and SWBT-MO:

3.5.2.1 NEVADA and SWBT-MO promotions of eighty-nine (89) days or less are not available to SPRINT for resale.

3.5.3 This section applies only to PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK:

3.5.3.1 PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK promotions of ninety (90) days or less are not available to SPRINT for resale.

3.5.4 This section applies only to SWBT-KS:

3.5.4.1 Promotions on Telecommunications Services are available to SPRINT for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to SWBT-TX:

3.5.5.1 Promotions on Telecommunications Services are available to SPRINT for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 SPRINT shall not use a resold service to avoid the rates, terms and conditions of SBC-13STATE's corresponding retail tariff(s).

3.7 SPRINT shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that SPRINT may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to SPRINT under this Appendix for resale.

3.9 To the extent allowable by law, SPRINT shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to SPRINT for resale. SPRINT shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 SBC-13STATE shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. SPRINT shall resell the services provided herein only in those service

areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

- 3.11 When an End User converts existing service to **SPRINT** resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to **SPRINT** resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When **SPRINT** converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. **SPRINT** will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If **SPRINT** is in violation of a provision of this Attachment, **SBC 13-STATE** will notify **SPRINT** of the violation in writing. Such notice must describe the violation and refer to the specific provision being violated. At such time, **SPRINT** will have thirty (30) days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will then bill **SPRINT** for the charges, if any, which should have been collected by **SBC 13STATE**. Should **SPRINT** dispute the violations, it must notify **SBC 13-**

STATE in writing within fourteen (14) days of receipt of notice from SBC 13-STATE. Disputes will be resolved as outlined in the Dispute Resolution Section of the Interconnection Agreement.

3.13 SBC-13STATE's services are not available at wholesale rates to SPRINT for its own use or for the use of any of SPRINT's affiliates and/or subsidiaries or the use of SPRINT's parent or any affiliate and/or subsidiary of SPRINT's parent company, if any.

3.14 This section applies only to SWBT-KS and SWBT-TX:

3.14.1 SPRINT may convert current SWBT-KS and SWBT-TX End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and

3.14.2 SWBT-KS and SWBT-TX and any other reseller of SWBT-KS or SWBT-TX local service may convert current SPRINT End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, SPRINT and SWBT-KS or SWBT-TX shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of SPRINT in connection with CSP Contract Conversions

3.14.4.1 SPRINT shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail SWBT-KS or SWBT-TX or resold End User CSP Contract at the time of conversion. SPRINT may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts.

3.14.4.2 SPRINT shall not charge SPRINT's End User termination liability when an existing CSP contract between SPRINT and its End User is converted to SWBT-KS or SWBT-TX or any other local service provider reselling SWBT-KS or SWBT-TX local service.

3.14.4.3 If another reseller of SWBT-KS or SWBT-TX local service converts a current SPRINT End User(s) that has an existing CSP Contract, it is SPRINT's responsibility to address assumption of the CSP contact and termination liability with the other reseller. SPRINT agrees that SWBT-KS or SBC-TX has no responsibilities in such a situation, and SPRINT further agrees that it will not make any Claim against SWBT-KS or SWBT-TX in connection with any conversion by another reseller of SWBT-KS or SWBT-TX local service of any SPRINT End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of SWBT-KS and SWBT-TX in connection with CSP Contract Conversions

3.14.5.1 SWBT-KS or SWBT-TX will not charge its retail End User termination liability when an existing CSP contract is converted to SPRINT for resale.

3.14.5.2 SWBT-KS or SWBT-TX will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between SPRINT and its End User at the time that SPRINT's End User is converted to SWBT-KS or SWBT-TX.

3.15 This section applies only to SBC-AMERITECH:

3.15.1 SBC-AMERITECH retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 AM-IL tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 AM-MI tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 AM-IN, AM-OH, and AM-WI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 SBC-AMERITECH Non-Standard Service contracts may be assumed, but receive no wholesale discount.

- 3.15.3 If SPRINT elects to terminate a SBC-AMERITECH retail contract which SPRINT had previously assumed, SPRINT will be assessed the applicable termination charges remaining unless SPRINT elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount SPRINT receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

- 4.1 Where available, SBC-13STATE will afford SPRINT's End Users the ability to make 911 calls. SPRINT shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SWBT, SPRINT shall provide SBC-13STATE with accurate and complete information regarding SPRINT's End User(s) in a format and time frame prescribed by SBC-13STATE for purposes of E911 administration.
- 4.1.1 Should any SPRINT End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to SBC-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all SPRINT End Users located within the local directory scope. The rules, regulations and SBC-13STATE practices are subject to change from time to time. SBC-13STATE will include the listing information for SPRINT's customers for Resale services in SWBT's White Pages directory data base in the same manner as it includes listing information for SWBT's end user customers.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by SPRINT for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 SPRINT hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in SPRINT's End User listing information as provided to SBC-13STATE under this Appendix, and/or SPRINT's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, SPRINT shall indemnify, protect, save harmless and defend SBC-13STATE and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in SPRINT's End User listing information, including any error or omission related to non-published or non-listed End User listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in SPRINT's End User listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of SPRINT, in which event SPRINT shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.

4.5 Each SPRINT subscriber will receive one copy per primary End User listing of SBC-13STATE's White Pages directory in the same manner and at the same time that they are delivered to SBC-13STATE's subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, SPRINT may provide to SBC-SWBT written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, SBC-SWBT will deliver the remaining directories included in SPRINT's order in bulk to an address specified by SPRINT.

4.5.1 If SPRINT's End User already has a current SBC-13STATE local White Pages directory, SBC-13STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

- 4.6 Subject to any blocking that may be ordered by SPRINT for its End Users', to the extent Directory Assistance (DA) services are provided to SBC-13STATE End Users, SBC-13STATE shall provide SPRINT's End Users access to SBC-13STATE Directory Assistance services. SPRINT shall pay SBC-13STATE the charges attributable to Directory Assistance services utilized by SPRINT's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 SBC-8STATE will provide SPRINT with 1/8th page in each directory (where SPRINT has or plans to have local telephone exchange customers) for SPRINT to include SPRINT specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other SPRINTs. At its option, SPRINT shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of SPRINT's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-13STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at SPRINT's request, subject to the guidelines set forth above.
- 4.8 At its request, SPRINT may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where SPRINT provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the SPRINT shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including SPRINT End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to SPRINT and/or SPRINT End User's is a product offering available through a non-regulated subsidiary of. SBC-AMERITECH.
- 4.10 Subject to any blocking that may be ordered by SPRINT for its End Users', SBC-13STATE will provide access to Operator Services ("OS") to SPRINT's End Users to the same extent it provides OS to its own End Users. SPRINT shall pay the charges associated with the utilization of OS by SPRINT's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 SBC-13STATE shall also offer SPRINT the opportunity to customize route its End Users' DA/OS calls where technically feasible. SPRINT must have dedicated transport at each End Office where customized routing is requested.

SPRINT agrees to pay SBC-13STATE appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 SPRINT may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by SPRINT by means of reselling SBC-13STATE's services offered pursuant to the appropriate payphone section(s) of SBC-13STATE's state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered SBC-13STATE to compensate PSP customers of SPRINTs that resell SBC-13STATE's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

4.12.2 The Parties desire that SBC-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of SPRINT by paying the Payphone Compensation to SPRINT, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 SBC-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC consistent with the change in laws provision of GT&C's. SBC-13STATE will pay Payphone Compensation to SPRINT only for:

4.12.3.1 IntraLATA subscriber 800 calls for which SBC-13STATE provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using SBC-13STATE's prepaid calling card platform and carried by SBC-13STATE.

4.12.4 SBC-13STATE will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 SBC-13STATE will pay SPRINT the Payphone Compensation due to SPRINT's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone

Compensation is due were made. However, payment may be made later than sixty (60) calendar days if SBC-13STATE deems it necessary to investigate a call or calls for possible fraud.

- 4.12.6 SBC-13STATE will make payment of any Payphone Compensation due to SPRINT under this Appendix by crediting SPRINT's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. SBC-13STATE will not issue a check to SPRINT if the credit for Payphone Compensation exceeds the balance due to SBC-13STATE on the bill.
- 4.12.7 Nothing in this Appendix entitles SPRINT to receive or obligates SBC-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 SPRINT represents and warrants that the only SBC-13STATE services that SPRINT will make available to PSPs as Payphone Lines are the payphone services that SBC-13STATE offers pursuant to the appropriate payphone section(s) of SBC-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
- 4.12.9 Except as provided otherwise in this Section 4.9.9, SPRINT shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the SPRINT's customer for that Payphone Line. SPRINT shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If SBC-13STATE pays any Payphone Compensation to SPRINT later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then SPRINT shall pay the entire amount of such Payphone Compensation to the PSP that is SPRINT's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from SBC-13STATE.
- 4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, SPRINT shall indemnify, protect, save harmless and defend SBC-13STATE and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 SPRINT's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of SPRINT of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by SPRINT.

4.13 Suspension of Service

4.13.1 SPRINT may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 SBC-13STATE will offer SPRINT local service provider initiated suspension service for SPRINT's purposes at the associated SBC-13STATE state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific SPRINT Handbooks.

4.13.2.1 SPRINT shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should SPRINT suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, SPRINT shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should SPRINT suspend service for one of its End Users and subsequently issue a restoral order, SPRINT shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

5.1 Except where otherwise required by law, SPRINT shall not, without SBC-13STATE's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos,

insignia, symbols or decorative designs of SBC-13STATE or its Affiliates, nor shall SPRINT state or imply that there is any joint business association or similar arrangement with SBC-13STATE in the provision of Telecommunications Services to SPRINT's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, SBC-13STATE will brand Operator Services (OS) and/or Directory Assistance (DA) in SPRINT's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

8.2.2 Where SBC-13STATE provides SPRINT OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since SBC-13STATE's DA and OS utilize the same trunk group, SPRINT will receive the same brand for both DA and OS.

5.2.3 SPRINT agrees and warrants that it will provide to SBC-13STATE a name to be used for branding covered by this Appendix that matches the name in which SPRINT is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 SBC-13STATE will brand OS/DA in SPRINT's name based upon the information provided by SPRINT and as outlined below:

5.3.1.1 SBC-13STATE - SPRINT will provide written specifications of its company name to be used by SBC-13STATE to create SPRINT specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). SPRINT attests that it has been provided a copy of the OSQ.

5.3.1.2 SBC-13STATE - SPRINT will provide recorded announcement(s) of its company name to be used to brand SPRINT's OS/DA calls in accordance with the process outlined in the OSQ. SPRINT attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

- 5.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of **SPRINT** when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.
- 5.4.2 **SBC-AMERITECH** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of **SPRINT** specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of **SPRINT** when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 5.4.3 **SBC-2STATE** (California and Nevada) - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

6. OS/DA RATE/REFERENCE INFORMATION

- 6.1 **SPRINT** will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.
- 6.2 **SPRINT** will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either **SPRINT**'s OS/DA Services Rate or

Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

- 6.4 When an SBC-13STATE Operator receives a rate request from a SPRINT End User, where technically feasible and available, SBC-13STATE will quote the applicable OS/DA rates as provided by the SPRINT.

6.4.1

7. RESPONSIBILITIES OF SBC-13STATE

- 7.1 SBC-13STATE shall allow SPRINT to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SBC-13STATE shall provide interface specifications for electronic access for these functions to SPRINT. However, SPRINT shall be responsible for modifying and connecting any of its systems with SBC-13STATE-provided interfaces, as outlined in Appendix OSS.

- 7.2.1 Methods and procedures for ordering are outlined in the SPRINT Handbook, available on-line, as amended by SBC-13STATE. All Parties agree to abide by the procedures contained therein.

- 7.3 SPRINT will have the ability to report trouble for its End Users to the appropriate SBC-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. SPRINT will be assigned customer contact center(s) when initial service agreements are made. SPRINT End Users calling SBC-13STATE will be referred to SPRINT at the number provided by SPRINT. Nothing herein shall be interpreted to authorize SPRINT to repair, maintain, or in any way touch SBC-13STATE's network facilities, including those on End User premises.

- 7.3.1 Methods and procedures for trouble reporting are outlined in the SPRINT Handbook, available on-line, as amended by SBC-13STATE. All Parties agree to abide by the procedures contained therein.

- 7.4 SBC-13STATE will provide SPRINT with detailed billing information necessary for SPRINT to issue bill(s) to its End User(s). SPRINT has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should SPRINT elect to subscribe to the DUF, SPRINT agrees to pay SBC-13STATE the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

- 7.5 SBC-13STATE shall make Telecommunications Services that SBC-13STATE provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. SBC-13STATE will notify SPRINT of any changes in the terms and conditions under which SBC-13STATE offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 SBC-13STATE currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to SPRINT for resale shall advise SPRINT of the category in which such new service shall be placed, and the same discount already applicable to SPRINT in that category shall apply to the new service.
- 7.6 SPRINT's End User's activation of Call Trace shall be handled by the SBC-13STATE operations centers responsible for handling such requests. SBC-13STATE shall notify SPRINT of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of SPRINT's End Users (whether that End User is the victim or the suspect) will be coordinated through SPRINT.
- 7.6.1 SPRINT acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be SPRINT's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, SPRINT shall indemnify SBC-13STATE against any Claim that insufficient information led to inadequate prosecution.
- 7.6.2 SBC-13STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to PACIFIC:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with SPRINT's resold lines. On no less than thirty (30) calendar days written notice, SPRINT may order PACIFIC's TARS. In providing TARS to SPRINT, PACIFIC notifies SPRINT of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to SPRINT information on all 1+ alerts. SPRINT understands and agrees that PACIFIC will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of SPRINT to provide PACIFIC with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. PACIFIC grants to SPRINT a non-exclusive right to use the information provided by PACIFIC. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. SPRINT agrees to pay PACIFIC a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 SPRINT shall be liable for all fraud associated with any resale service to which it subscribes. PACIFIC takes no responsibility, will not investigate, and will make no adjustments to SPRINT's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, PACIFIC shall not be liable for any damages to SPRINT or to any other person or entity for PACIFIC's actions or the conduct of its employees in providing TARS to SPRINT. SPRINT shall indemnify, defend, and hold PACIFIC harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses,

including reasonable attorney fees, resulting from or in connection with SPRINT's use of PACIFIC's TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of PACIFIC or its employees.

7.8 This section applies only to PACIFIC:

7.8.1 PACIFIC will make available to SPRINT an optional service, Repair Transfer Service ("RTS"). In the event a SPRINT's End User dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement of the SPRINT name and number and PACIFIC will automatically transfer the caller to the SPRINT designated 800/888 number for repair service. SPRINT must provide written notification to PACIFIC at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the SPRINT name and 800/888 numbers for RTS to the SPRINT repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF SPRINT

8.1 Prior to submitting an order under this Appendix, SPRINT shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. SBC-13STATE shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies SBC-13STATE or SPRINT that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.2 SBC-13STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance

that proper End User authorization has been obtained. SPRINT shall make any such authorization it has obtained available to SBC-13STATE upon request and at no charge.

8.2.2.1 The following applies to AM-MI only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, SBC-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If SBC-13STATE, on behalf of SPRINT, agrees to investigate an alleged incidence of slamming, SBC-13STATE shall charge SPRINT an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should SBC-13STATE receive an order from SPRINT for services under this Appendix, and SBC-13STATE is currently providing the same services to another local service provider for the same End User, SPRINT agrees that SBC-13STATE may notify the local service provider from whom the End User is being converted of SPRINT's order coincident with or following processing SPRINT's order. It shall then be the responsibility of the former local service provider of record and SPRINT to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple SPRINTs or from SBC-13STATE.
- 8.5.1 If SBC-13STATE receives an order from another local service provider to convert services for an End User for whom SPRINT is the current local service provider of record, and if SPRINT already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then SBC-13STATE shall notify SPRINT of such order coincident with or following processing such order. It shall be the responsibility of SPRINT and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple SPRINTs or from SBC-13STATE.

- 8.5.2 On no less than sixty (60) calendar days advance written notice, SPRINT may, at its option, subscribe to the LDR. SBC-13STATE will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected SPRINT's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. SPRINT shall pay SBC-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." SPRINT agrees that SBC-13STATE may change the per WTN charge, at SBC-13STATE's sole discretion, so long as SBC-13STATE provides SPRINT no less than thirty (30) calendar days notice prior to any change in the per WTN charge. SBC-13STATE grants to SPRINT a non-exclusive right to use the LDR information provided by SBC-13STATE. SPRINT will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 SPRINT is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at SPRINT's location and its End Users' service locations; provided, however, SPRINT shall not be responsible for payment of charges for any retail services furnished by SBC-13STATE directly to End Users and billed by SBC-13STATE directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by SBC-13STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to SPRINT for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SBC-13STATE.
- 8.7 SBC-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by SPRINT. All applicable rates and charges for services provided to SPRINT under this Appendix will be billed directly to SPRINT and shall be the responsibility of SPRINT; provided, however, that SPRINT shall not be responsible for payment of charges for any retail services furnished by SBC-13STATE directly to End Users and billed by SBC-13STATE directly to End Users.
- 8.7.1 Charges billed to SPRINT for all services provided under this Appendix shall be paid by SPRINT regardless of SPRINT's ability or inability to collect from its End Users for such services.

- 8.8 If SPRINT does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of SPRINT to order the appropriate toll restriction or blocking on lines resold to End Users. SPRINT acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. SPRINT acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 SPRINT shall be responsible for modifying and connecting any of its systems with SBC-13STATE-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 SPRINT shall be responsible for providing to its End Users and to SBC-13STATE a telephone number or numbers that SPRINT's End Users may use to contact SPRINT in the event that the End User desires a repair/service call.
- 8.10.1 In the event that SPRINT's End Users contact SBC-13STATE with regard to repair requests, SBC-13STATE shall inform such End Users to call SPRINT and may provide SPRINT's contact number.
- 8.11 SPRINT acknowledges and agrees that, in the event SPRINT makes any "SPRINT Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, SPRINT shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 SPRINT will provide forecasts to SBC-13STATE every January and July using the SBC-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on SPRINT's best estimates and will include all resale products SPRINT will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 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 as provided in Section 2.9 of General Terms and Conditions.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. SERVICE DESCRIPTION

- 2.1 SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SNET and SPRINT will be on an individual case basis (ICB) due to the individual architectures of both SPRINT and SNET signaling networks and unique requirements of the individual parties.
- 2.2 SS7 Transport
- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements by for interLATA signaling.
- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair

of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for SPRINT designation of signaling points associated with SPRINT and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

2.3 Dedicated Signaling Links

- 2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the SBC-12STATE STP mated pair. The SPRINT designated Signaling Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in an SBC-12STATE wire center. In the SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in the SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of SPRINT and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to SPRINTs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

- 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the SPRINT SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-12STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when SPRINT requires an interoffice facility to connect from the SPRINT SPOI to the STP building location.

- 2.5 SPRINT shall provide the portion of the signaling link from the SPRINT premises within the LATA to the SBC-12STATE STP location or the SPRINT SPOI. SPRINT shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.6 SPRINT shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.
- 2.7 When SPRINT uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, SPRINT acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per SPRINT and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from SPRINT switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When SPRINT provides its own switch or STP, SPRINT will provide DS1 (1.544 Mbps) interfaces at the SPRINT-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through SPRINT purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which SPRINT desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, SPRINT must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 SPRINT assumes the responsibility to ensure diverse routing of SPRINT signaling links from SPRINT switch to SPRINT SPOI. SBC-13STATESBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When SPRINT requests that SBC-12STATE add a Signaling Point Code (SPC), SPRINT will identify to SBC-12STATE the SPCs associated with the SPRINT set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition". This rate element will not apply in SBC-12STATE.

2.9.6 SPRINT will notify SBC-12STATE in writing thirty (30) days in advance of any material change in SPRINT's use of such SS7 signaling network, including but not limited to any change in SPRINT SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

- 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
- 2.10.2 Use of the STP routes signaling traffic generated by action of SPRINT to the destination defined by PACIFIC's signaling network, excluding messages to and from an SBC-7STATE local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with SPRINT set of links will be routed to SPRINT..
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of SPRINT from a SBC-12STATE designated STP pair to a SBC-12STATE STP pair located in a different LATA. In the SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In the SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.
- 2.10.4 In such instance as SPRINT utilizes SBC-12STATE's Local Switching Network Element, SPRINT does not separately order SS7 signaling under this method. SPRINT will be charged for the use of the SBC-12STATE SS7 signaling on a per call basis.

2.11 STP Technical Requirements

- 2.11.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-12STATE SS7 network: SBC-12STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.
- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by SPRINT at

the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. SPRINT may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. SPRINT will pay a non-recurring charge when SPRINT requests SBC-12STATE add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 SPRINT will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 SPRINT shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to SPRINT on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.

- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-12STATE pairs of STPs, until ordered. When SBC-12STATE or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.
- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.4 Dedicated Signaling Links
- 3.4.1 SPRINT shall designate the signaling points and signaling point codes associated with SPRINT. SPRINT shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of SPRINT and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to SPRINT premises (including collocation locations) within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from SPRINT's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from SPRINT's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in

the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

- 3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the SPRINT physical network from signaling point to signaling point for the link.
- 3.4.5 When SPRINT requires a STP Access Link, SPRINT and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when SPRINT, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

- 3.5.1 When SPRINT orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by SPRINT is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or SPRINT facilities, natural disasters, mass calling or national security demands.

- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of SPRINT throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by SPRINT to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF SPRINT

- 5.1 SPRINT shall provision the signaling links at SPRINT's premises and from SPRINT's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. SPRINT shall identify to SBC-12STATE the SPC(s) associated with the SPRINT set of links.
- 5.2 SPRINT shall identify to SBC-12STATE the GTT information for messages that route to SPRINT.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), SPRINT shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 SPRINT shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.

SPRINT shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.

- 5.6 SPRINT shall inform SBC-12STATE in writing thirty (30) days in advance of any change in SPRINT's use of such SS7 Service which alters by ten percent

(10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by SPRINT to be forwarded to SBC-12STATE's network. SPRINT shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. **BONAFIDE REQUEST PROCESS**

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to SBC-12STATE via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. **DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH**

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

- 7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for SPRINT to SBC-AMERITECH terminated calls.

7.4 Signal Transport

- 7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local

STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. **DESCRIPTION OF RATE ELEMENTS SBC-7STATE**

8.1 The following rate elements apply to SBC-7STATE SS7 Service:

8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

SPRINT shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SBC-7STATE STP pair. A usage rate applies per octet generated by action of SPRINT.

8.2.3 SS7 Transport is not available in the SBC-2STATE.

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 SPRINT shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or

additional cross connects ordered and shall apply on a per order basis.

8.3.2 STP Port Termination

8.3.2.1 SPRINT shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

8.3.3 STP Access Link

SPRINT shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

8.4 Signaling Point Code Addition

8.4.1 SPRINT shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SBC-7STATE STP. SPRINT shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 SPRINT shall pay the GTT Addition rate element for the establishment of SPRINT's GTA, translation type or subsystem information in the SBC-7STATE STP translations. SPRINT shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 SPRINT shall pay the Use of the STP Per Call rate element for Use of the SBC-7STATE STP. The rate shall apply for each call originated by SPRINT subscribers using the SBC-7STATE Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when SPRINT uses the SBC-7STATE Local Switching network element.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 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 as provided in Section 2.9 of General Terms and Conditions.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of SBC-13STATE.
- 1.4 As used herein, PACIFIC means the ILEC doing business in California.

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults,

controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit.

- 2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit.
- 2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of SBC-13STATE's conduit system and does not refer to handholes which provide access to buried cables not housed within SBC-13STATE ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that SBC-13STATE has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an SBC-13STATE manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

- 2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SBC-13STATE's conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an SBC-13STATE pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include SBC-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in SBC-13STATE's poles, ducts, conduits or rights-of-ways).
- 2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 Rights-of-way. The term "rights-of-way" refers to SBC-13STATE owned or controlled legal rights to pass over or through property of another party and used by SBC-13STATE for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by SBC-13STATE and used by SBC-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
- 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by SBC-13STATE with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which SBC-13STATE shall provide non-discriminatory access to SBC-13STATE's Structure. Separate tariffs, appendices, or Agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

3.1.1 SBC-13STATE's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SBC-13STATE's central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by SBC-13STATE; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by SBC-13STATE from third-party property owners for purposes other than to house cables and other equipment in active service as part of SBC-13STATE's network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on SBC-13STATE's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit

subject to this Appendix, shall in any way affect SBC-13STATE's right to abandon, convey, or transfer to any other person or entity SBC-13STATE'S interest in any of SBC-13STATE'S Structure. SBC-13STATE shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Agreement between the parties, the date of approval by the State Commission of the interconnection Agreement, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Agreement, this Appendix shall terminate upon the termination of the Interconnection Agreement of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.
- 4.4 Elective Termination. either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 Elective Termination by SBC-13STATE. Attaching Party shall, within 60 days after the effective date of the elective termination by SBC-13STATE, either initiate good faith negotiations for continued access to SBC-13STATE's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of

this Appendix. The Attaching Party will not be compelled to remove its facilities so long as they are continuing good faith negotiations for continued access.

- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to SBC-13STATE under this Appendix. Elective termination of this Appendix by SBC-13STATE shall not affect SBC-13STATE's obligations to afford access to SBC-13STATE's poles, ducts, conduits, and rights-of-way owned or controlled by SBC-13STATE as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Agreement, if any, of which this Appendix is a part, and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.
- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Appendix.

- 5.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law

pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. **DISCLAIMER OF WARRANTIES**

SBC-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT SBC-13STATE'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF SBC-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. **DISPUTE RESOLUTION**

In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. **INDEMNIFICATION**

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Agreement, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

- 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
- 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SBC-13STATE's Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request

defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SBC-13STATE pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or

other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SBC-13STATE pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against SBC-13STATE by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SBC-13STATE due to the placement or presence of Attaching Party's facilities on or within SBC-13STATE's poles, ducts, conduits, or rights-of-way; or

8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.10 Attaching Party's General Indemnity Obligations to SBC-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against SBC-13STATE pursuant to this Appendix or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, Attaching

Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.

8.11 SBC-13STATE's General Indemnity Obligations to Attaching Party.

This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from SBC-13STATE's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, SBC-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SBC-13STATE's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, SBC-13STATE's performance of any acts authorized under this Appendix, or the presence or activities of SBC-13STATE's employees or other personnel acting on SBC-13STATE's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.

9. **LIABILITIES AND LIMITATIONS OF LIABILITY**

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 SBC-13STATE Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to SBC-

13STATE's Structure, SBC-13STATE does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.3 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to SBC-13STATE's poles or placed in SBC-13STATE's Structure and SBC-13STATE shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall SBC-13STATE be liable to Attaching Party under this Appendix for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any SBC-13STATE pole, duct, conduit, or right-of-way in any capacity other than as a SBC-13STATE employee or person acting on SBC-13STATE's behalf. In no event shall SBC-13STATE be liable to Attaching Party under this Appendix for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SBC-13STATE's behalf, cable cuts by persons other than SBC-13STATE's employees or persons acting on SBC-13STATE's behalf, or other causes beyond SBC-13STATE's control which occur at sites subject to this Appendix.

- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to SBC-13STATE poles, or is occupying SBC-13STATE conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Agreement.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name SBC-13STATE as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 SBC-13STATE agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to SBC-13STATE its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by

each state covered by this Appendix or the employer's state of hire; and

10.3.2 Automobile liability: Attaching Party shall submit to SBC-13STATE a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to SBC-13STATE that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

10.4 All insurance required in accordance with this section must be in effect before SBC-13STATE will issue pole attachment or conduit occupancy permits under this Appendix.

10.5 Attaching Party agrees to provide SBC-13STATE with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

11.1.1 SBC-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with SBC-13STATE or which acquires or succeeds to ownership of substantially all of SBC-13STATE's assets.

11.1.2 Overlapping of Attaching Party's facilities on SBC-13STATE poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlapping entity must enter into an Agreement with SBC-13STATE for access to SBC-13STATE Structures and abide by the

terms and conditions of such an Occupancy Permit.

- 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to SBC-13STATE prior to submitting a request for access to structure.
 - 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.
 - 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without SBC-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the Agreement and provide proof satisfactory to SBC-13STATE that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Appendix (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and

obligations of Attaching Party under the Agreement, including liability to SBC-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured SBC-13STATE's prior written consent to the assignment or transfer, if necessary, and given SBC-13STATE notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by SBC-13STATE in writing, no assignment permitted by SBC-13STATE under this Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix or the interconnection Agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SBC-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Appendix and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Appendix.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. **TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES**

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Appendix. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Appendix, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Appendix shall not constitute a waiver or relinquishment of any term or condition of this Appendix, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit) shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the

use by SBC-13STATE of aggregate information relating to the occupancy and use of SBC-13STATE's Structure by firms other than SBC-13STATE (that is, information submitted by Attaching Party and aggregated by SBC-13STATE in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to SBC-13STATE in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, SBC-13STATE and persons acting on SBC-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to SBC-13STATE's outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC-13STATE's Structure and any SBC-13STATE facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing SBC-13STATE's obligations under this Appendix and similar Agreements with third parties;

14.3.4 determining which of SBC-13STATE's Structure are (or may in the future be) available for SBC-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to SBC-13STATE's Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining SBC-13STATE's financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

- 14.4 Defense of Claims. In the event of a dispute between SBC-13STATE and any person or entity, including Attaching Party, concerning SBC-13STATE's performance of this Appendix, satisfaction of obligations under similar Agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:
- 14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:
- 14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

- 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any right-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by SBC-13STATE. SBC-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where SBC-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, SBC-13STATE shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where SBC-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SBC-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis,

provided that the underlying Agreement with the property owner permits SBC-13STATE to provide such access, and provided further that SBC-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by SBC-13STATE to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by SBC-13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards.

Attaching Party's facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 SBC-PACIFIC ONLY- In addition to the terms and conditions included in this Appendix, SBC-PACIFIC shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.1.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.1.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.1.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.1.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.1.5 the SBC-13STATE Structure Access Guidelines

16.2 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC-13STATE's manholes and access to SBC-13STATE's conduit system.

16.2.1 Attaching Party will notify SBC-13STATE not less than 5 business days in advance before entering SBC-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.2.2 An authorized employee or representative of SBC-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within SBC-13STATE's conduit system. Attaching Party shall reimburse SBC-13STATE for costs associated with the presence of SBC-13STATE's authorized employee or representative.

16.2.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 SBC-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's Structure. Upon request, SBC-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of SBC-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to SBC-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 SBC-13STATE will provide information currently available on the SBC-13STATE's maps and/or records regarding:

- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on SBC-13STATE's maps;
- 17.3.2 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;
- 17.3.3 the footage between poles, if shown on SBC-13STATE's maps;
- 17.3.4 the total capacity of the Structure
- 17.3.5 the existing utilization of the Structure.
- 17.4 SBC-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by SBC-13STATE.
- 17.5 SBC-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified SBC-13STATE poles or placing facilities within specified SBC-13STATE ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to SBC-13STATE the appropriate SBC-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific SBC-13STATE Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by SBC-13STATE or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable SBC-13STATE to:
 - 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to SBC-13STATE structures;

- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. SBC-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on SBC-13STATE's poles or in SBC-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise Agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by SBC-13STATE, Attaching Party, and other parties entitled to access under applicable law.
- 19.2 Pole, Duct, and Conduit Space Assignments.
 - 19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by SBC-13STATE, the pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
 - 19.2.2 **PACIFIC:** The pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.
 - 19.2.3 SBC-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If SBC-13STATE assigns pole, duct, or conduit space to itself, such assignment will

automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC-13STATE record if SBC-13STATE has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC:** Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

- 20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to SBC-13STATE Structure, SBC-13STATE shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, SBC-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. SBC-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.
- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC-13STATE's Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
- 20.3.1 submit payment for the estimate authorizing SBC-13STATE or its contractor to complete the make-ready work; or

- 20.3.2 advise SBC-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with SBC-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by SBC-13STATE or SBC-13STATE's contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of SBC-13STATE's Structures or interferes with any existing use of SBC-13STATE's facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in SBC-13STATE's poles, ducts, conduits and rights of ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC-13STATE for the use of such additional capacity. If SBC-13STATE utilizes additional space or capacity created at Attaching Party's expense, SBC-13STATE will reimburse Attaching Party on a pro-rata basis for SBC-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC-13STATE will notify the Attaching Party if any entity, including SBC-13STATE, attaches facilities to additional capacity on SBC-13STATE's Structure created at the Attaching Party's expense. SBC-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

- 20.7 If Attaching Party utilizes space or capacity on any SBC-13STATE Structure created at SBC-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of SBC-13STATE's capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, SBC-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to SBC-13STATE's Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by SBC-13STATE or Other User.
- *PACIFIC only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by SBC-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to SBC-13STATE's poles and the placement of such facilities in SBC-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide SBC-13STATE with a construction schedule and thereafter keep SBC-13STATE informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Appendix authorizes Attaching Party to engage in routine maintenance of facilities located on or within SBC-13STATE's

poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SBC-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC-13STATE of such use and must either vacate the maintenance duct within 30 days or, with SBC-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify SBC-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SBC-13STATE Structure. The notice shall contain sufficient information to enable SBC-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may overlap additional cables to its own existing facilities; provided, however, that

such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with SBC-13STATE and other users in making rearrangements to SBC-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific Agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify SBC-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the SBC-13STATE conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services

involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with SBC-13STATE's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each SBC-13STATE construction district, Attaching Party shall provide SBC-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify SBC-13STATE of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC-13STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the

emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual Agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

- 25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt Agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 **Emergency Pole Replacements.**

- 25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

- 25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

- 25.5 **Expenses Associated with Emergency Repairs.** Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse SBC-13STATE for the costs incurred by SBC-13STATE for work performed by SBC-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. SBC-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to SBC-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. SBC-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany SBC-13STATE on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. SBC-13STATE shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to SBC-13STATE's Structure. These inspections will not be made more often than once every 2 years unless in SBC-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, SBC-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to SBC-13STATE's Structures is required to bring Attaching Party's facilities

into compliance, the Attaching Party shall provide notice to SBC-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in SBC-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. SBC-13STATE may, without notice to any person or entity, remove from SBC-13STATE's poles or any part of SBC-13STATE's conduit system the Attaching Party's facilities, if SBC-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on SBC-13STATE's poles or in SBC-13STATE's conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to SBC-13STATE's poles or anchors or within any part of SBC-13STATE's conduit system, SBC-13STATE, without prejudice to other rights or remedies available to SBC-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to SBC-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate

retroactively or constitute a waiver by SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.

- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SBC-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable SBC-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by SBC-13STATE of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at SBC-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SBC-13STATE or another Other User, and shall pay SBC-13STATE for all costs incurred by SBC-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, SBC-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC-13STATE may, at SBC-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities. No act or failure to act by SBC-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of SBC-13STATE's Structure shall be deemed to constitute a ratification by SBC-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit

occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a SBC-13STATE pole or in a SBC-13STATE duct or conduit, Applicant will provide written notification to SBC-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SBC-13STATE's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from SBC-13STATE's Structure.
- 28.2 At SBC-13STATE's request, Attaching Party shall remove from SBC-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to SBC-13STATE that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in SBC-13STATE's Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from SBC-13STATE's poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from SBC-13STATE's Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in SBC-13STATE's Structure would cause a forfeiture of the rights of SBC-13STATE to occupy the property where such Structure is located, SBC-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SBC-13STATE will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of SBC-13STATE's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by SBC-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from SBC-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, SBC-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by SBC-13STATE. If SBC-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse SBC-13STATE for SBC-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix.

SBC-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. SBC-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SBC-13STATE 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Timothy Dismond

Title: Mgr. Real Estate Facilities

Firm: SPRINT

Address: 6160 SPRINT Pkwy., Bldg. 9

City/State/Zip: Overland Park, KS. 66251

Mailstop: KSOPHI 0306-3C380

If to SBC:

Title: Notice Manager

Firm: Southwestern Bell Telephone Company

Address: 4 SBC Plaza, 311 S. Akard

City/State/Zip: Dallas, TX 75202

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element as set forth in Section 2.9 of the General Terms and Conditions.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish SPRINT with access to UNEs. CLECs (including SPRINT) seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SPRINT shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. SBC-13STATE will provide access to UNEs under the terms and conditions described below. SBC-13STATE is prohibited by FCC Rule and shall not separate requested network elements that are currently combined. There is no effective rule requiring SBC-13STATE to combine network elements that are not already combined. However, this issue is pending before the US Supreme Court in Iowa Utilities Board v. FCC. The parties agree to the extent that an effective Order of the US Supreme Court results in a modification of existing law with respect to SBC-13STATE's obligation to combine network elements that are not already combined, the Parties shall incorporate such changes into this agreement within 30 days of the effective date. The Parties agree that throughout this agreement, the term UNE also refers to Combinations of UNEs as defined in this introductory paragraph.
- 1.2 For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

2. GENERAL TERMS AND CONDITIONS

- 2.1 SBC-13STATE and SPRINT shall agree to connect SPRINT's facilities (or facilities not owned by SPRINT but under SPRINT's control) with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by SPRINT of a Telecommunications Service; provided, SPRINT shall certify to SBC-13STATE that the third party facility(ies) shall be used only for the purposes permitted by this Agreement, and SPRINT shall remain primarily obligated for all duties and responsibilities under this Agreement.
- 2.2 SBC-13STATE will provide SPRINT nondiscriminatory access to UNEs at any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

- 2.2.1 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 In a manner that allows SPRINT to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);
- 2.2.3 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.4 With technical information regarding SBC-13STATE's network facilities to enable SPRINT to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.5 Without limitations, restrictions, or requirements on requests that would impair SPRINT's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.6 In a manner that allows SPRINT purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.7 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SBC-13STATE provides such elements to itself (47 CFR Section 51.313(b));
- 2.2.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2));
- 2.2.9 Except upon request, SBC-13STATE shall not separate requested network elements that SBC-13STATE currently combines. (47 CFR § 51.315 (b)).
- 2.3 As provided for herein, SBC-13STATE will permit SPRINT exclusive use of an unbundled network facility for a period of time, and when SPRINT is purchasing access to a feature, function, or capability of a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time. (47 CFR § 51.309 (c)).
- 2.4 SBC-13STATE will maintain, repair, or replace UNEs consistent with 47 CFR § 51.309 (c), and as provided for in this Agreement.

- 2.5 Except to the extent specifically allowed and provided for by Applicable Law, and where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE provides itself (47 CFR § 51.311 (a), (b)) or any subsidiary, affiliate, or other party that is a Telecommunications Carrier.
- 2.6 Each party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to SPRINT under the provisions of this Appendix shall remain the property of SBC-13STATE.
- 2.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.
- 2.9 SBC-13STATE will provide existing combinations of network elements to SPRINT consistent with SBC-13STATE's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SBC-13STATE in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SBC-13STATE will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the appropriate service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Sections 2.10 and 2.11 below.
- 2.10 When SPRINT orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than as specified in Section 2.9 above.
- 2.11 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when SPRINT orders all the SBC-13STATE Network Elements required to convert a SBC-13STATE end-user customer or a SPRINT resale customer to SPRINT unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC-13STATE (or by SPRINT on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the SPRINT OS/DA platform via customized routing and/or changes needed in

order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to a SPRINT OS/DA platform from the relevant SBC-13STATE local switch, including SPRINT's payment of all applicable charges to establish that routing.). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC-13STATE local switch. SBC-7STATE will treat recent change orders necessary to provision SPRINT orders under this section at parity with recent change orders executed to serve SBC-7STATE end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

3. ACCESS TO UNEs

3.1 SBC will provide access to UNEs that are currently available within its network, as required by law.

3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide SPRINT with access to UNEs and the conditions under which SBC-13STATE makes these methods available. These methods provide SPRINT access to multiple SBC-13STATE UNEs which SPRINT may then combine. The methods listed below provide SPRINT with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Central Office Based UNEs. Subject to availability of space and equipment, SPRINT may use the methods listed below to access and combine UNEs within a requested SBC-13STATE Central Office. SPRINT's ability to access and combine UNEs include, but are not necessarily limited to, the following methods. Additional methods may be proposed by SPRINT via the BFR process set forth in this Agreement.

3.2.1.1(Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to SPRINT's Physical Collocation Point of Termination (POT) when SPRINT is Physically collocated, in a caged, cageless, or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to SPRINT's UNE frame located in the common room space, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to SPRINT's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property. Method 3 is only available when space is not available for Method 1 and 2.

3.2.2 Intentionally omitted.

3.2.3 Prior to SBC-13STATE providing access to UNEs under this Appendix, SPRINT and SBC-13STATE shall provide each other with a point of contact for overall coordination.

3.2.4 SPRINT shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.5 SBC-13STATE identification cards will be issued for any SPRINT employees who are designated by SPRINT as meeting the necessary requirements for access. Entry to SBC-13STATE premises will be granted only to SPRINT employees with such identification.

3.2.6 SPRINT shall designate each network element being ordered from SBC-13STATE. SPRINT shall provide an interface to receive assignment information from SBC-13STATE regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.7 SBC-13STATE will provide SPRINT with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.

3.2.8 SPRINT shall make arrangements for its own administrative telecommunication service (e.g. POTS service) at each facility and all materials needed by SPRINT at the work site. The use of cellular telephones is not permitted in SBC-13STATE equipment areas.

3.2.9 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs via Method 2, above.

3.2.9.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).

3.2.9.2 SBC-13STATE will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE will ensure that the first CLEC obtaining Access to UNEs in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.

3.2.9.3 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

4. BONA FIDE REQUEST

4.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If SPRINT submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE."

4.2 ITEM I

SBC-SWBT, SBC-AMERITECH, NEVADA Bona Fide Request Process

4.2.1 A Bona Fide Request ("BFR") is the process by which SPRINT may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide SPRINT access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of SPRINT's request.

- 4.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 4.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook. Included with the Application SPRINT shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 4.2.4 SPRINT is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, SPRINT has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 4.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA's preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge SPRINT in excess of \$2,000 to complete the Preliminary Analysis; or
- 4.2.4.2 Not make the \$2,000 deposit, in which case SPRINT shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 4.2.5 If SPRINT submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000 deposit to SPRINT. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of SPRINT, either be refunded or credited toward additional developmental costs authorized by SPRINT.
- 4.2.6 Upon written notice, SPRINT may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA

received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by SPRINT, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of SPRINT, either returned to SPRINT or credited toward additional developmental costs authorized by SPRINT.

- 4.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise SPRINT of the need for any further information needed to process the Request. SPRINT acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 4.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to SPRINT a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to SPRINT or (ii) advise SPRINT that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.
- 4.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, SPRINT may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. SPRINT's written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of SPRINT's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day

period, the BFR will be deemed canceled and SPRINT will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by SPRINT for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require SPRINT to submit a new BFR.

4.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to SPRINT a BFR Quote.

4.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, SPRINT must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. SPRINT shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by SPRINT).

4.2.12 Unless SPRINT agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

4.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

4.3* Item II
SNET Bona Fide Request Process

4.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

* Section 4.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.3.2 Section 4.2.1 is amended to add the following: SPRINT may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 4.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, SPRINT's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
 - 4.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
 - 4.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
 - 4.3.2.4 If the request is covered by one of the conditions listed above, SNET will make these items generally available.
- 4.3.3 Section 4.2.4 and 4.2.5 are amended as follows: No charges apply for SNET to prepare the Preliminary Analysis.
- 4.3.4 Section 4.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SNET after SNET submits its Preliminary Analysis to SPRINT but before SPRINT's request for the BFR Quote. Cancellation charges will apply after SPRINT submits its request for SNET to provide a BFR Quote, but before the BFR Quote is provided to SPRINT. SPRINT shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SNET receives the written notice of cancellation from SPRINT. However, if SNET receives notification from SPRINT for cancellation of the BFR after receipt by SPRINT of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SNET or the estimate in the BFR Quote plus twenty percent (20%).
- 4.3.5 Section 4.2.7 is amended as follows: SNET will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SNET will acknowledge receipt of the BFR and in such
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acknowledgement advise **SPRINT** of the need for any further information needed to process the Request. **SPRINT** acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.

4.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

4.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

4.4 Item III

Pacific Bona Fide Request Process

4.4.1 The Bona Fide Request provisions set forth in Item I of Section 4 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

4.4.2 Section 4.2.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which **SPRINT** may request **PACIFIC** to provide **SPRINT** access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a "Request"), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of **SPRINT**'s request.

4.4.3 Section 4.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

* Section 4.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.4.4 Section 4.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, PACIFIC will provide to SPRINT a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that PACIFIC will offer the request. The Preliminary Analysis provided by PACIFIC will include cost categories (material, labor and other) and high level costs for the request. PACIFIC will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. SPRINT acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 4.4.5 If the BFR is denied, PACIFIC will notify SPRINT within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 4.4.6 If PACIFIC refers SPRINT to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for SPRINT to submit the application for the alternate process.

5. ADJACENT LOCATION

- 5.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions under which PACIFIC offers the Adjacent Location Method.
- 5.2 The Adjacent Location Method allows SPRINT to access loops, switch ports, and dedicated transport for a SPRINT location adjacent to a PACIFIC Central Office as identified by PACIFIC. Under this method PACIFIC UNEs will be extended to the adjacent location, via copper cabling provided by SPRINT, which SPRINT can then utilize to provide Telecommunications Service.
- 5.3 This method requires SPRINT to provide copper cable, greater than 600 pairs, to the last manhole outside the PACIFIC Central Office. SPRINT shall provide
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enough slack for PACIFIC to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

- 5.4 SPRINT will obtain all necessary rights of way, easements, and other third party permissions.
- 5.5 The following terms and conditions apply when PACIFIC provides the adjacent location:
- 5.5.1 SPRINT is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 5.6 The installation interval applies on an individual application basis. SPRINT is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 5.7 SPRINT will provide the excess cable length necessary to reach the PACIFIC IDF in the PACIFIC Central Office where SPRINT requests connection.
- 5.8 SPRINT will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 5.9 SPRINT should refer any sectionalized trouble determined to be in PACIFIC's facilities to PACIFIC.
- 5.10 SPRINT's employees, agents and contractors will be permitted to have access to SPRINT's cable where it is delivered to PACIFIC (outside the entrance manhole). SPRINT is only able to enter the entrance manhole to splice under a duct lease agreement. If SPRINT leases ducts to get to the Central Office then SPRINT has the right to splice the manholes on the route, including the entrance manhole.
- 5.11 In order for PACIFIC to identify the entrance manhole for SPRINT, SPRINT must specify the direction from which the cable originates. PACIFIC will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, SPRINT will pay for the construction on an Outside Plant Custom Work Order.
- 5.12 SPRINT will retain all assignment control. PACIFIC will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the PACIFIC frame.

- 5.13 SPRINT will pay Time and Materials charges when PACIFIC dispatches personnel and failure is in SPRINT's facility.
- 5.14 PACIFIC will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of SPRINT. PACIFIC limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 5.15 Prior to PACIFIC providing the Adjacent Location Method in this Appendix, SPRINT and PACIFIC shall provide each other with a single point of contact for overall coordination.
- 5.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. SPRINT access to the NID is offered as specified below (SBC-12STATE) or by tariff (SNET).
- 6.2 SBC-12STATE will permit SPRINT to connect its local loop to customers' inside wiring through SBC-12STATE's NID. SPRINT must establish the connection to SBC-12STATE's NID through an adjoining NID deployed by SPRINT. In this instance, SPRINT provides the cross-connect between the SPRINT NID and the customer's side of the SBC-12STATE NID and there is no charge to SPRINT by SBC-12STATE.
- 6.3 SPRINT may connect to the customer's inside wire at the SBC-12STATE NID, as is, at no charge to SPRINT. Any repairs, upgrade and rearrangements to the NID required by SPRINT will be performed by SBC-12STATE based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. SBC-12STATE, at the request of SPRINT, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.

- 6.4 With respect to multiple dwelling units or multiple-unit business premises, SPRINT may provide its own NID, and
- (1) connect directly with the end user's inside wire, or
 - (2) connect with the end user's inside wire via SBC-12STATE's NID where necessary.
- 6.5 Upon the request of SPRINT, SBC-13STATE will place a NID equipped with a half ringer device, if one is not present, and SPRINT will pay all costs associated with the placement except when SBC-13STATE is dispatched on a repair, maintenance, or installation visit to the premise by SPRINT. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, SBC 13STATE will charge SPRINT for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in SBC 13STATE network, SBC-13STATE will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to SPRINT.
- 6.6 Upon request, SBC-12STATE will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 6.7 SPRINT shall not attach to or disconnect SBC-12STATE's ground. SPRINT shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. SPRINT shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 Pursuant to the applicable FCC rule, the local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User customer premises, including inside wire owned by SBC-13STATE. The local loop Network Element includes all features, functions and capabilities of such transmission facility. Those features, functions, and capability include, but are not limited to, dark fiber, attached electronics (except those electronics used in the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.
- 7.3 The loop network element includes all features, functions and capabilities of the transmission facilities, owned by SBC-13STATE, between SBC-13STATE's

Main Distribution Frame or equivalent in the central office and the loop demarcation point at the customer premise.

- 7.4 Consistent with the requirements of the FCC's UNE Remand Order ¶167, in order for SPRINT to secure access to the loop's full functions and capabilities, SBC-13STATE shall, in certain instances, condition loops to attain such functionality and capabilities at the rates, terms, and conditions set forth in Appendix Pricing. The instances when loop conditioning is required are set forth in Appendix DSL.
- 7.5 SBC-12STATE will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on for the following:

7.5.1 2-Wire Analog Loop

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

7.5.1.2 If SPRINT requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested unbundled Loop(s) to a spare, existing Physical loop or a universal digital loop carrier unbundled Loop at no additional charge to SPRINT. If, however, no spare unbundled Loop is available, SBC-12STATE will within forty-eight hours (48), excluding weekends and holidays, of SPRINT's request, notify SPRINT of the lack of facilities.

7.5.2 4-Wire Analog Loop

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

7.5.3 2-Wire Digital Loop

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

7.5.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps currently supports usable bandwidth up to 1.544 Mbps.

7.5.5 DSL-Capable Loop (See Appendix DSL)

8. SUB-LOOP ELEMENTS

8.1 SPRINT is entitled to the unbundling of any Subloop at any point determined by any state to be Technically Feasible. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff. An accessible terminal is any point on the loop where the technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. SBC-13STATE shall provide SPRINT non-discriminatory access to the Subloop Network Element at accessible terminals in SBC-13STATE's outside plant, including but not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the Main Distribution Frame, the Remote Terminal, and the feeder/distribution interface.

8.1.1 Terms and conditions for subloop shall be as stated per the FCC's UNE Remand Order and as ordered by the Department in Docket Nos. 00-05-06 and 00-12-15. This Agreement shall be amended in accordance with the Intervening Law Section of the General Terms and Conditions following the later of the issuance or effective date of the tariff filed in compliance with the Department's order.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport

system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

- 8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
- 8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
- 8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
- 8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.
- 8.2.10 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
- 8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).