8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.5 Subloops are provided "as is" unless **SPRINT** requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 **SPRINT** may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface*	Terminal
4. Serving Area Interface or Feeder Distribution Interface*	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. SPOI (Single Point of Interface)**	Stand Alone

* May be located at Remote Terminal.
** Provided using the BFR Process. In addition, if **SPRINT** requests an Interconnection Point which has not been identified, **SPRINT** will need to submit a BFR.

8.9 High Capacity Subloops

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 **SPRINT** may request access to the following high-capacity subloop segments:

FROM:	TO:
1. CO Point of Termination (POT)	Remote Terminal
2. Remote Terminal	NID

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 and the Supplemental Clarification Order, June 2, 2000 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as may be herein after amended, modified, supplemented or clarified, including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.1 Spare subloop(s) will be assigned to **SPRINT** only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.11.2 Provisioning intervals for subloops shall be governed by the **SPRINT** state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 **SPRINT** shall isolate trouble to the **SBC-12STATE** Subloop portion of **SPRINT**'s service before reporting trouble to **SBC-12STATE.**

8.12.3 **SBC12-STATE** shall charge **SPRINT** a Maintenance of Service Charge (MSC) when **SPRINT** dispatches SBC on a trouble report and the fault is determined to be in **SPRINT**'s portion of the loop. Such charges may be found in the individual state pricing appendices.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, **SPRINT** may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide **SPRINT** with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where **SPRINT** has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should **SPRINT** cabling require replacement, **SBC-13STATE** will provide prompt notification to **SPRINT** for **SPRINT** to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements

8.13.1 Prior to ordering subloop facilities, **SPRINT** will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or at **SPRINT's** option, will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. **SPRINT** will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to **SPRINT** within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When **SPRINT** submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable

complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. **SPRINT** will review and concur before **SBC-13STATE** proceeds. Each situation will be analyzed on a case-by-case basis.

8.13.7 **SPRINT** will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, **SPRINT** should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both **SPRINT** and **SBC-13STATE** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of **SPRINT** submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until **SPRINT** has provided proof that it has obtained necessary rights of way as defined in Section 9.13.

8.13.10 Upon completion of the construction activity, **SPRINT** will be allowed to test the installation with a **SBC-12STATE** technician. If **SPRINT** desires test access to the SAA, **SPRINT** should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.

8.13.11 A non-binding **SPRINT** forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than **SPRINT** expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, **SPRINT** shall provide CFA for their subloop pairs utilizing the same 25-

pair binder group. SPRINT would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused SPRINT terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal. In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.

8.13.14In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points

8.14.1 SAI/FDI or Terminal

8.14.1.1SPRINT cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. SPRINT's Aerial cables should be aircore.

8.14.1.2 SPRINT may elect to place their cable to within 3 feet of the pad and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI.

8.14.1.3 SPRINT may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI, which SBC-12STATE will splice to the SPRINT cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points- When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase capacity of the terminal or to construct an adjacent termination facility to accommodate Sprint's facilities for which SPRINT will be charged a portion of the expense to be determined with the engineer, for the purpose

of allowing **SPRINT** to terminate it's cable at the SAI/FDI.

8.15 RT (for DS3 Subloop)

8.15.1 **SPRINT** may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.15.2 **SPRINT** may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the **SPRINT** cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS) for **SPRINT** to gain access to subloops at remote terminals. This voluntary service is made available to **SPRINT** as a means of accessing the sub-loop in a manner in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) as set forth in Section 8.13 above.

9.2.1 **SPRINT** requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 **SPRINT** shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote

terminal site. **SBC-13STATE** will construct and own the engineering controlled splice.

9.2.4 If a second **CLEC** obtains space in an SAA with the new copper interface point at the ECS within two (2) years of the initial construction, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper, shall be reimbursed in equal proportion to remuneration received from the second **CLEC** for the space or lines used by the requesting carrier, unless the originally requested work must be discarded because of exhaust. Such reimbursement to **SPRINT** will be made within one hundred and twenty (120) days of the second **CLEC**'s cable being terminated in the ECS. If **SBC-13STATE** constructs space or places facilities beyond that requested to meet **SPRINT**'s request, **SBC-13STATE** shall be responsible for such additional costs.

9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.

9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days, or a date agreed to by the Parties, before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-13STATE** will not begin any construction of the ECS until **SPRINT** has provided proof that it has obtained the necessary right of way as defined in Section 8.13.

9.2.7 In the event **SPRINT** disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from **SPRINT** of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by **SPRINT** upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.3 **SPRINT** will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 **SPRINT** may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to **SPRINT**'s SAA facility. This

facility will be "dedicated" to **SPRINT** for subsequent subloop orders.

9.3.1.2 **SPRINT** must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 **SPRINT** will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to **SPRINT** between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 **SPRINT** may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate **SPRINT**'s SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

9.3.2.3**SPRINT** must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. Sprint will designate which loops will be used for SBC-13STATE voice service associated with line shared subloops.

9.3.2.4 **SPRINT** will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** on a time and material basis derived from **SPRINT**'s request for the SCA.

10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed Digital Subscriber Line Access Multiplexers ("DSLAMS") in Remote Terminals defined as Cabinets, Controlled Environmental Vaults ("CEVs") and/or Huts.

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability is defined as:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to **SBC-13STATE** customers, such as a telephone number, white page listing, and dial tone.

11.1.3.2 access to OS/DA and 9-1-1;

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex; and

11.1.3.4 any technically feasible customized routing of OS, DA, and/or local traffic in **SBC-7STATE**;

11.1.3.5 blocking/screening; and

11.1.3.6 recording functions.

11.1.4 **SBC-7STATE** shall provide its standard non-branded recorded announcements and call progress tones to alert callers of call progress and disposition. **SPRINT** will use the BFR process to request exclusions of or

modifications to existing announcements, or to request unique announcements.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all **SPRINT** traffic. Specific terms and conditions relating to Unbundled Local Switching -Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

11.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

11.2.3 ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.4 At **SBC-13STATE's** discretion, upon not less than sixty (60) days' written notice to **SPRINT**, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to **SPRINT's** serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which **SPRINT** receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to **SPRINT** in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

11.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, **SPRINT** shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to **SPRINT** through pre-ordering process.

11.2.4.2 Nothing in this Section shall preclude **SPRINT** from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Custom Routing is available upon **SPRINT** request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. **SPRINT** will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

11.5 Switch Ports

11.5.1 In **SBC-7STATE**, a Switch Port is a termination point in the end office switch which includes the central office switch hardware and software required to access all features, functions and capabilities of the local switch, as technically feasible. The charges for Switch Ports are reflected in state specific Appendix Pricing. The Switch Port charge includes the charges for cross connection to the Main Distribution frame or DSX panel, and will permit the transmission or receipt of information over the **SBC-7STATE** local switching network or other networks that are interconnection with the **SBC-7STATE** network.

11.5.1.1 Line Switch Ports – **SBC-7STATE**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling

configuration used primarily for switched voice communications. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and an Analog Line Port charge.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When **SPRINT** wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and a BRI Port charge.

11.6.1.2 Trunk Side Switch Ports – **SBC-7STATE**

11.6.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.6.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.6.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

11.6.1.2.4 The Input/Output (I/O) Port provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). **SPRINT** must have access to full functionality of

the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports requested by **SPRINT** and not otherwise available shall be priced through the Bona Fide Request Process. This means that **SPRINT** does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

11.6.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that **SPRINT** subscribes to for the purpose of delivering traffic from/to a **SPRINT** End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC-AMERITECH** provides to **SPRINT** subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the*

Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits the **SPRINT** to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All **SPRINT** local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local **SPRINT** traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.

12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after **SPRINT** purchases ULS-ST.

12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. **SPRINT** will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Tandem Switching

12.2.1 Tandem Switching is defined as:

12.2.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

12.2.1.2 the basic switching function of connecting trunks to trunks; and

12.2.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

12.2.2 Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different **SPRINT** (e.g., between a **SPRINT** end office and the end office of another CLEC).

12.2.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed.

12.2.4 **SBC-13STATE** will perform testing through the Tandem Switching element for **SPRINT** in the same manner and frequency that it performs such testing for itself.

12.2.5 To the extent that **SBC-7STATE** manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow for **SPRINT** traffic.

12.2.6 Where **SBC-13STATE** provides the Local Switching Network element and the Tandem Switching Network element to **SPRINT** from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

12.2.7 The charges for Tandem Switching are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) network element is defined as SBC-12STATE interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned or controlled by SBC-12STATE, or SPRINT, or between switches owned or controlled by SBC-12STATE or SPRINT. IOT will be provided only where such facilities exist. Other than as specifically set out elsewhere in this agreement, SNET does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 SBC-12STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by SBC-12STATE or between a Wire Center or switch owned by SBC-12STATE and a SPRINT owned or provided switch. The Parties agree that UDT may not be used to replace access services for end users that are not SPRINT's local subscribers. SBC-13STATE shall not restrict the type or jurisdiction of traffic originated by or terminating to SPRINT's local subscribers that SPRINT may place on UDT facilities.

13.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to SPRINT at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

13.3.3 If requested by SPRINT, SBC-12STATE shall provision Unbundled Dedicated Transport over existing SBC-12STATE SONET facilities which are not otherwise being used by SBC-12STATE to provide service. SBC-12STATE is not required to construct additional SONET facilities to satisfy SPRINT's request for Unbundled Dedicated Transport.

13.3.4 UDT includes the following elements:

13.3.4.1 Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers.

13.3.4.2 Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to a location designated by **SPRINT.**

13.3.4.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade, including optical multiplexing (i.e., DS1/DS3/OC3/OC12/OC48) as an option on an unbundled basis.

13.3.4.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by **SPRINT** and only where such interoffice facilities exist at the time of the **SPRINT** request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by **SPRINT** shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for **SPRINT** specific diversity. **SBC-12STATE** will advise **SPRINT** of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until **SPRINT** accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until **SPRINT** accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by **SPRINT** shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as an option with the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by **SPRINT** shall be subject to additional charges as outlined in pricing schedule appendix.

13.7* **PACIFIC**

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in **SPRINT**'s efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the **SPRINT** from the neighboring ILEC. It is the responsibility of **SPRINT** to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of **SPRINT**'s order.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

14.1 General

14.1.1 Dark fiber is spare fiber that has not been activated through connection to the electronics that "light it", and thereby rendering it capable of carrying communications services. (FCC UNE Remand Paragraph 174.) Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is to CLECs available as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.2 If lightguide cables physically appear at a remote terminal or customer premises (end user) even if not terminated on a fiber optic terminal, those fibers shall be inventoried as "spare."

14.1.3 Spare Dark Fiber is fiber that is spliced in all segments, point to point but not working. The loop fiber segment can be a segment between the serving central office and a remote terminal or a serving central office directly to a customer premise, and as set forth below in Loop Fiber. Interoffice dark fiber is a segment between two Central Offices. Spare fibers do not include fibers set aside and documented for **SBC-13STATE's** forecasted growth, defective fibers, nor fibers subscribed to by other carriers.

14.1.4 Maintenance spares shall be calculated by segment. No competitive local exchange carrier can obtain any more than 25% of the spare dark fiber contained in the segment. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 2 strands. Before fibers are ordered, **SBC-13STATE** must

have an executed Interconnection Agreement with **SPRINT** providing for Dark Fiber.

14.2 Interoffice Dark Fiber

14.2.1 **SBC13-STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC13-STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC13-STATE** will offer its dark fiber to **SPRINT** when **SPRINT** has collocation space in both **SBC-13STATE** CO's where the fibers terminate.

14.2.2 **SBC-13STATE** will provide **SPRINT** with the ability to connect interoffice dark fiber. In each **SBC-13STATE** tandem or end office that serves as the point of termination for each interoffice dark fiber segment, **SBC-13STATE** will provide **SPRINT** an appropriate termination point on a distribution frame or its equivalent. In addition, 13STATE will provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.

14.2.3 **SPRINT** will submit dark fiber facility inquiry, giving **SPRINT's** specific point to point (A to Z) dark fiber requirements. If the dark fiber is available, **SPRINT** may place Access Service Request (ASR) for ordering. In order to secure dark fiber, **SPRINT** must place ASR request for available dark fiber. Dark Fiber will be assigned to **SPRINT** when an ASR is processed. Inquiry facility checks do not reserve Dark Fiber. When **SPRINT** submits a Dark Fiber inquiry, appropriate rates for the inquiry will be charged as outlined in Appendix Pricing.

14.3 Loop Fiber

14.3.1 **SBC-13STATE** will offer loop dark fiber as an unbundled network element. Loop dark fiber is a segment between the serving central office and an end user premise.

14.3.2 At Central Offices (CO's) the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is provided through the same arrangements as for other forms of Loop.

14.3.3 At remote terminals, CEVs and Huts, loop dark fiber will be terminated on an appropriate termination panel at the remote location. **SPRINT** access to the dark fiber will be provided through the same arrangements as for other forms of Sub-Loop.

14.4 Sub-Loop Dark Fiber

14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.1.2.1 Dark Fiber sub-loop segments are explicitly governed by Sub-Loop Section of this APPENDIX and are limited to remote terminal/CEV/Hut outlined below.

14.4.1.2.2 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to **SPRINT** within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. **SPRINT** agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when **SPRINT** submits a request to provide a written estimate for sub-loop(s).

14.4.1.2.3 At **SBC-2STATE** Central Offices's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is provided pursuant Method One which allows for approved collocation access.

14.5 Spare Fiber Inventory Availability

14.5.1 All available spare dark fiber will be offered as is, however **SPRINT** may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to **SPRINT** information regarding location, availability, and loss characteristics of dark fiber within ten (10) business days after receiving a dark fiber facilities actual request for service. No conditioning will be offered. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Spare fibers

do not include maintenance spares, fibers set aside and documented for SBC's 12 month forecasted growth, defective fibers, or fibers subscribed to by other carriers. No competitive carrier can request any more than 25% of the spare dark fiber contained in the segment.

14.5.2 **SBC-13STATE** shall provide nondiscriminatory access to maintenance fibers as described herein. Maintenance fibers will be excluded from the spare fiber inventory as provided throughout this Section 11 only if **SBC-13STATE** provides the use of maintenance fibers to **SPRINT** on a nondiscriminatory basis with **SBC-13STATE**'s use or that of any other Telecommunications Carrier, including **SBC-13STATE** affiliates or subsidiaries. **SBC-13STATE**'s nondiscriminatory obligation does not have to be met, if **SPRINT**'s need for maintenance fiber (e.g., an outage) was caused by **SPRINT**'s own negligent or willful actions.

14.6 Quantities and Time Frames for ordering Dark Fiber

14.6.1 The minimum number of fiber strands that **SPRINT** can order is two, and must be ordered in multiples of two. The maximum number of fiber strands that **SPRINT** can lease is no greater than 25% of the spare facilities in the segment they are requesting. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities defined above.)

14.6.2 An Inquiry request for dark fibers from **SPRINT** for a particular segment will be responded to in terms of availability within 10 business days from receipt of valid inquiry request. **SBC-13STATE** will respond to **SPRINT**'s request for dark fiber, either accepting or rejecting the request. Any rejection will be accompanied by a Facility Check Response report setting forth the reasons for the rejection. Inquiry facility checks do not reserve Dark Fiber. In order to secure dark fiber, **SPRINT** must submit an ASR for available dark fiber. If available, Dark Fiber will be assigned to **SPRINT** when the ASR is processed.

14.7 Determining Spare Fibers

14.7.1 The **SBC-13STATE**'s organizations will inventory and track spare dark fibers. Spare fibers do not include the following:

14.7.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are as follows:

- 24 fiber cables and less: two maintenance spare fibers
- 36 & 48 fiber cables: four maintenance spare fibers
- 72 & 96 fiber cables: eight maintenance spare fibers
- 144 fibers: twelve maintenance spare fibers
- 216 fibers: 18 maintenance spares
- 288 fibers: 24 maintenance spares
- 432 fibers: 36 maintenance spares
- 864 fibers: 72 maintenance spares.

14.7.1.2 Defective fibers will be subtracted from inventory of spare fibers.

14.7.1.3 **SBC-13STATE** growth fibers. Fibers documented as reserved by **SBC-13STATE** to satisfy its obligation to provide service as a "carrier of last resort" within 12 months of the carrier's request.

14.7.1.4 Fibers subscribed to by other carriers.

14.7.2 The appropriate engineering organization will maintain records on each fiber optic cable for which **SPRINT** requests dark fiber.

14.7.3 **SPRINT** may not lease more than 25% of **SBC-13STATE** excess dark fiber capacity in a particular local loop or interoffice transport segment. If **SBC-13STATE** can demonstrate within a twelve (12) month period after the date of a provisioned dark fiber ASR, **SPRINT** is not using the leased dark fiber, **SBC-13STATE** may revoke the lease agreement with **SPRINT**, according to Section 14.7.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should **SPRINT** not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke **SPRINT**'s access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.2 **SBC-12STATE** may reclaim from **SPRINT**'s the right to use dark fiber, whether or not the dark fiber is being utilized by **SPRINT**, upon twelve (12) months' written notice to **SPRINT**. **SBC-12STATE** will provide an alternative facility for **SPRINT** with the same bandwidth **SPRINT** was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to **SPRINT** that the dark fiber will be needed to meet **SBC-**

12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Limitations

14.9.1 Dark fiber is provided as is, however SPRINT may test the quality of dark fiber to confirm its usability and performance specifications. SBC-13STATE will provide to SPRINT information regarding location, availability, and loss characteristics of dark fiber on plant test date within fifteen (15) business days after receiving a dark fiber facilities actual request for service. Dark fiber provides SPRINT the ability to serve local telephone exchange service. Dark fiber is not permitted to be used for displacing SBC-13STATE's existing tariffed access services except to the extent allowed by law.

14.10 Demarcation Points

14.10.1 Newly placed demarcation points at both central offices, remote terminals and customer premises will be in an SBC-13STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.11 Installation and Maintenance

14.11.1 SBC will install demarcations and place the fiber jumpers from the fiber optic terminations to the demarcation point. SPRINT will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the SPRINT equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SBC-13STATE's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide **SPRINT** access to its Operations Support Systems Functions as outlined in Appendix OSS. In addition, **SBC-13STATE** shall provide nondiscriminatory access to loop qualification and pre-qualification databases under terms and conditions set forth in Appendix DSL.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **SBC-7STATE** UNE and a **SPRINT** designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting **SPRINT** to connect the **SBC-7STATE** UNE to other UNEs or to **SPRINT**'s own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of **SPRINT**, or to leave connected one UNE to another UNE on behalf of **SPRINT** the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 14.3, 14.4 and 14.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC-AMERITECH** and **SNET** refer to the applicable state tariff.

18.3 The applicable Loop cross connects for the purpose of **SPRINT** combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE

18.3.2 4 -Wire Analog Loop to UNE

18.3.3 2 -Wire Digital Loop to UNE

18.3.4 4 -Wire Digital Loop to UNE

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE for the purpose of **SPRINT** combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

18.4.1 DS-1 to UNE

18.4.2 DS-3 to UNE

18.5 The applicable Switch Port cross connects to the UNE for the purpose of **SPRINT** combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE

18.5.4 Analog DID Trunk Port

18.6 The applicable Loop cross connects for the purpose of **SPRINT** connecting a **SBC SWBT** and **NEVADA** Loop UNE to **SPRINT**'s Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 DSL Shielded Cross Connect to Collocation

18.6.10 2-Wire DSL non-shielded cross connect to Collocation

18.6.11 4-Wire DSL non-shielded cross connect to Collocation

18.7 The applicable dedicated transport cross connects for the purpose of **SPRINT** connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to **SPRINT**'s

Collocated facilities are as follows (cross Connects to Collocation are tariffed in **SBC-AMERITECH** and **SNET**):

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Switch Port cross connects for the purpose of **SPRINT** connecting a **SBC-SWBT** and **NEVADA** Switch Port UNE to **SPRINT**'s Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS1 Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of **SPRINT** connecting a **PACIFIC** Loop, UDT or Switch Port UNE to a **SPRINT** Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC*

18.9.2 DS-0 EISCC*

8.9.3 DS-1 EISCC*
18.9.4 DS-3 EISCC*

* EISCC = Extended Interconnection Services Cross Connect

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs areas as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Loop with **SPRINT's** own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated TransPort cross connects to the Adjacent Location Method of accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Unbundled Dedicated Transport with **SPRINT's** own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

* Sections 18.9, and 18.11, through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.12.2 DS-3 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Switch Port with **SPRINT**'s own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

19. SYNCHRONIZATION

19.1 Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

19.2 Where synchronization is provided, **SBC-13STATE** will provide synchronization to equipment that is owned by **SBC-13STATE** and is used to provide a network element to **SPRINT** in the same manner that **SBC-13STATE** provides synchronization to itself.

20. RESERVATION OF RIGHTS

20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act

of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, or that any UNE and/or UNE combination should be added to the list of UNEs identified in the UNE Remand Order, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 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 provided in Section 2.9 of General Terms & Condition's.

EXHIBIT A

ILLUSTRATIVE CALL FLOWS (USAGE-SENSITIVE ULS-ST RATE ELEMENTS)

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. CLEC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

   CLEC A is charged:
   - ULS – O Usage
   - Blended Transport Usage
   - SS7 Signalling
   - ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

   CLEC A is charged:
   - ULS – T Usage

   SBC-AMERITECH is charged:
   - ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

   CLEC A is charged:
   - ULS – O Usage
   - Blended Transport Usage
   - SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   - ULS – O Usage

Blended Transport Usage
SS7 Signaling
ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:
ULS – T Usage

6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating

CLEC A is charged:
ULS – T Usage

7. CLEC A (UNE) port originating and CLEC (Resale services) terminating

CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)

8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating

CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling

9. CLEC (FBN) Originating to CLEC A (UNE) Terminating

CLEC A is charged:
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – O Usage
SS7 Signaling

If call is routed to IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:

ULS – O Usage
SS7 Signaling
ULS-ST Common Transport Usage
ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – T Usage

If call is routed from IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:
ULS – T Usage
ULS-ST Common Transport Usage
ULS-ST Tandem Usage

APPENDIX WP

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APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to **SPRINT's** switched-based service or **SPRINTs** leasing of unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

7.1 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.**

1.3 **SBC-AMERITECH**- Except where expressly stated, the terms and conditions for SPRINT's switch-based service, **SPRINT**'s leasing of unbundled switch ports, and conditions for including **SPRINT** End User listings in **SBC-AMERITECH** White Pages 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.**

2. SERVICE PROVIDED

2.1 **SBC-8STATE** publishes White Pages (WP) directories for geographic areas in which **SPRINT** also provides local exchange telephone service, and **SPRINT** wishes to include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.

2.2 **SPRINT** also desires distribution to its End Users of the WP directories that include listings of **SPRINT**'s End Users.

2.3 Subject to **SBC-8STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-8STATE** will include in appropriate WP directories the primary alphabetical listings of all **SPRINT** End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time, and, unless otherwise specified in this Appendix, shall be applied on a nondiscriminatory basis throughout the term of this Agreement.

2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, SPRINT shall furnish to SBC-8STATE, in a form acceptable to both Parties, subscriber listing information pertaining to SPRINT End Users located within the local directory scope, along with such additional information as SBC-8STATE may require to prepare and print the alphabetical listings of said directory.

2.5 SPRINT may provide SPRINT's subscriber listing information to SBC-8STATE for inclusion in the WP directory via either a mechanical or manual feed of the listing information to SBC-8STATE's directory listing database.

2.6 SPRINT may choose to have its End User listings alphabetically interfiled (interspersed) SBC-8STATE subscriber listings or published in a separate section of the WP directory. SBC-8STATE, at its option, may impose an additional charge associated with separating SPRINT End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, SBC-8STATE shall provide SPRINT a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each SPRINT End User. SPRINT shall review this verification list and shall submit to SBC-8STATE any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.

2.7 Each SPRINT subscriber will receive one copy per primary End User listing of SBC-8STATE White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's subscribers during the annual delivery of newly published directories. SBC-8STATE has no obligation to provide any additional White Page directories above the directories provided to SPRINT or SPRINT customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, SPRINT may provide to SBC-8STATE 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-8STATE will deliver the remaining directories included in SPRINT's order in bulk to an address specified by SPRINT.

2.8 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 WP 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 CLECs. Sixty (60) calendar days prior to the directory close date, 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-8STATE 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.

2.9 At its request, SPRINT may purchase one one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where SPRINT provides local telecommunications exchange service. Such page 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, SPRINT shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 SPRINT authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's appropriate printed WP directory and SBC-13STATE's directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of SPRINT listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE's use of SPRINT's subscriber listing information in SBC-13STATE's current and future directory assistance and directory assistance related products and services.

3.2 At SPRINT's written request, SBC-8STATE shall transmit SPRINT's End User listing information to designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information) for a one-time administrative fee of one hundred dollars ($100.00) per occurrence, per directory publisher.

4. PRICING

4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If SPRINT provides its subscriber listing information to SBC-8STATE's listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to SPRINT End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to SPRINT. Included in this rate, SPRINT will receive for its End User, one primary listing in SBC-8STATE's WP directory, a listing in SBC-8STATE's directory assistance

database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either SPRINT's End Users, or in bulk to SPRINT location. SBC-8STATE has no obligation to warehouse WP directories for SPRINT or provide WP directories to SPRINT's End Users subsequent to the annual distribution of newly published directories.

4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by SPRINT per Section 2.5 above. While SBC-8STATE has no obligation to provide WP directories to SPRINT or SPRINT End Users after the annual distribution of newly published directories, SBC-8STATE will in good faith attempt to accommodate SPRINT requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SBC-8STATE will provide the directories in bulk to SPRINT and will assess a per book charge.

4.3 Where a SPRINT End User requires additional listings to appear in the WP directory, SBC-8STATE will assess SPRINT a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE's tariff rate applies when SPRINT wishes to list an End User in SBC-8STATE's directory assistance database but does not wish to have its End-User listed in SBC-8STATE's WP directory. In addition, for those SPRINT End Users served by SPRINT via a SBC-8STATE unbundled switch port, SPRINT may elect to have its End User unlisted and the listing not published in SBC-8STATE's WP directory at SBC-8STATE's tariff rate for those nonpublished, nonlisted services.

4.4 For inclusion of SPRINT "Informational Page" in the WP directory, SBC-8STATE shall charge SPRINT an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

5.1 Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SBC-8STATE authorize any other company or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC-8STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

6.1 **SPRINT** hereby releases **SBC-8STATE** from any and all liability for damages due to errors or omissions in **SPRINT**'s subscriber listing information as provided to **SBC-8STATE** under this Appendix, and/or **SPRINT**'s subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

6.2 Except to the extent caused by gross negligence, or willful misconduct on the part of **SBC-8STATE, SPRINT** shall indemnify, protect, save harmless and defend **SBC-8STATE** (or **SBC-8STATE**'s officers, employees, agents, assigns and representatives) 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 subscriber listing information, including any error or omission related to non-published or non-listed subscriber 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-8STATE**, and/or against **SBC-8STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in **SPRINT**'s subscriber listing information in the WP directory, **SBC-8STATE** may, at its option, assume and undertake its own defense, or assist in the defense of **SPRINT**, in which event **SPRINT** shall reimburse **SBC-8STATE** for reasonable attorney's fees and other expenses incurred by **SBC-8STATE** in handling and defending such demand, claim and/or suit.

6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-8STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

8.1 This Appendix shall continue in force for one (1) year. Provided however, either Party may seek to terminate this Appendix by providing sixty (60) calendar days prior written notice by either Party to the other. Upon termination, **SBC-8STATE** shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **SPRINT**, and shall promptly return such subscriber listing information to **SPRINT**.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

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 the General Terms and Conditions.

APPENDIX WP

EXHIBIT I
PRICE LIST

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to CLEC**	**Price Per Book Copy Delivered to CLEC End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
SWBT				

1 Subject to Availability

Missouri Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to LSP**	**Price Per Book Copy Delivered to LSP End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
Kansas City	$4.46	$6.48	$3,191.73	$10.00
Springfield	$4.46	$6.48	$3,191.73	$10.00
St. Louis	$4.46	$6.48	$3,191.73	$10.00
Cape Girardeau	$1.29	$2.50	$168.09	$10.00
Chillicothe	$1.29	$2.50	$168.09	$10.00
Excelsior Spgs.	$1.29	$2.50	$168.09	$10.00
Fulton	$1.29	$2.50	$168.09	$10.00
Greater Jeff Cty.	$1.29	$2.50	$168.09	$10.00
Hannibal	$1.29	$2.50	$168.09	$10.00
Kennett	$1.29	$2.50	$168.09	$10.00
Kirksville	$1.29	$2.50	$168.09	$10.00
Lake Ozarks	$1.29	$2.50	$168.09	$10.00
Marshall	$1.29	$2.50	$168.09	$10.00
Mexico	$1.29	$2.50	$168.09	$10.00
Moberly	$1.29	$2.50	$168.09	$10.00
Nevada	$1.29	$2.50	$168.09	$10.00
Perryville	$1.29	$2.50	$168.09	$10.00
Poplar Bluff	$1.29	$2.50	$168.09	$10.00
Sedalia	$1.29	$2.50	$168.09	$10.00
Sikeston	$1.29	$2.50	$168.09	$10.00
St. Joseph	$1.29	$2.50	$168.09	$10.00
Tri-State	$1.29	$2.50	$168.09	$10.00
Washington	$1.29	$2.50	$168.09	$10.00
Adrian	$1.26	$2.81	$75.59	$10.00
Booneville	$1.26	$2.81	$75.59	$10.00
Bowling Green	$1.26	$2.81	$75.59	$10.00
Caruthersville	$1.26	$2.81	$75.59	$10.00
Elsberry	$1.26	$2.81	$75.59	$10.00
Linn	$1.26	$2.81	$75.59	$10.00
MO's Parkland	$1.26	$2.81	$75.59	$10.00
Monett	$1.26	$2.81	$75.59	$10.00
Portageville	$1.26	$2.81	$75.59	$10.00
Stanberry	$1.26	$2.81	$75.59	$10.00

[1] *Subject To Availability*

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.

1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370

1.4 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, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.8 As used herein, **SBC-IL** means the applicable above listed ILEC(s) doing business in Illinois.

1.9 As used herein, **SBC-MI** means the applicable above listed ILEC(s) doing business in Michigan.

1.10 As used herein, **PACIFIC** means the applicable above listed ILEC(s) doing business in California.

1.11 As used herein, **NEVADA** means the applicable above listed ILEC(s) doing business in Nevada.

1.12 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.13 The prices at which **SBC-7STATE** and **SBC-AMERITECH** agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 Ohio bell Telephone Company (Ameritech)
2.3.13 Michigan Bell Telephone Company (Ameritech)
2.3.14 Indiana Bell Telephone Company (Ameritech)
2.3.15 Illinois Bell Telephone Company (Ameritech)
2.3.16 Wisconsin Bell Telephone Company (Ameritech)
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company
2.3.21 Nevada Bell Telephone Company
2.3.22 Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface (EMI)"** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 **"Full Status Revenue Accounting Office (RAO)"** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"In Region Hosting" (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

2.7 **"Intercompany Settlements"** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.8 **"Local Exchange Carriers (LECs)** or **"Exchange Carriers (ECs) "** - facilities-based providers of local telecommunication services.

2.9 **"Message Distribution (Transmission)"** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.

2.10 **"Non-Intercompany Settlement (NICS)"** (SBC-AMERITECH only) is a revenue exchange process for messages which originate from CLEC and bill to SBC-AMERITECH and message which originate from SBC-AMERITECH and bill to CLEC. NICS messages must originate and bill within the same SBC-AMERITECH Company.

2.11 **"Non-Full Status Revenue Accounting Office (RAO)"** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 (SBC-7STATE) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 (SBC-7STATE only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (SBC-AMERITECH) Monthly Billing

4.1.1 Each month, SBC-AMERITECH shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).

4.1.3 SBC-AMERITECH shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 SBC-AMERITECH shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

4.1.5 CLEC must provide SBC-AMERITECH a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has

been assigned by Telcordia Technologies (previously Bellcore). SBC-AMERITECH advise Telcordia Technologies to convert the RAO code.

4.1.6 CLEC subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO may continue this service using SBC-AMERITECH RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.

4.1.7 If access records are received from the CMDS system, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.

4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC-AMERITECH and CLEC shall send/receive data in EMI format. SBC-AMERITECH and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.9 CLEC may return to SBC-AMERITECH any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC-AMERITECH and the charges therefore deducted for reimbursement amount owing to SBC-AMERITECH. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (SBC-AMERITECH) INTERCOMPANY SETTLEMENT (ICS)

4.2.1 SBC-AMERITECH will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC.

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC-AMERITECH**) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** State. For example, an alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- **SBC-AMERITECH** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 In **SBC-SWBT**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.

5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany

Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.

5.2 (SBC-AMERITECH only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.

5.3 (SBC-AMERITECH only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening

law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

3. Change Requests:

   - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.

   - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.

   - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.

   - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.

4. General:

   - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.

   - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.

   - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 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-12STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

1.3 **SBC-13STATE** agrees to provide **SPRINT** with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for **SPRINT** to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-13STATE's** F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-13STATE's** outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147, and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order"), and Third Report and Order On Reconsideration in CC Docket on 98-147 and Fourth Report and Order on Reconsideration in CC Docket No.96-98 (rel. January 19, 2001)("Line Sharing Remand Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-13STATE** shall only make the HFPL available to **SPRINT** in those instances where **SBC-13STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "xDSL Capable Loop" is a loop that a **SPRINT** may use to deploy xDSL technologies.

2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between **SBC-13STATE**'s Technician, its Local Operations Center ("LOC"), and the **SPRINT** designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **SBC-13STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.12 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

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

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

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **SBC-13STATE**'s HFPL offering unless otherwise noted.

3.2 **SBC-13STATE** will provide a loop for **SPRINT** to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-13STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-13STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, **SPRINT** may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 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**.

3.4 **SBC-13STATE** shall not deny **SPRINT**'s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-13STATE** has demonstrated to the state commissions in accordance with FCC orders that **SPRINT**'s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.5 In the event **SPRINT** wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **SPRINT** will provide documentation describing that action to **SBC-13STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-13STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6 In the event **SPRINT** wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on **SPRINT** to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.7 Liability

3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether **SPRINT** or **SBC-13STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-13STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in

connection with Indemnitee's provision of splitter functionality under this Appendix.

3.7.2 For any technology, **SPRINT**'s use of any **SBC-13STATE** network element, or its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-13STATE** services, cause damage to **SBC-13STATE**'s plant, impair the privacy of a communications carried over **SBC-13STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-13STATE** may discontinue or refuse service if **SPRINT** violates this provision, provided that such termination of service will be limited to **SPRINT**'s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-13STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, **SPRINT** demonstrates that their use of the network element is not the cause of the network harm. If **SBC-13STATE** does not believe **SPRINT** has made the sufficient showing of harm, or if **SPRINT** contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-13STATE** must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., SBC-12STATE) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

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

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

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, **SPRINT** will, at the time of ordering, notify **SBC-13STATE** as to the Power Spectral Density (PSD) mask of the technology **SPRINT** will deploy.

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

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

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a **SPRINT** may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at **SPRINT**'s request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-13STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-13STATE** will make the following options available to **SPRINT**:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of

DSL, SPRINT has the option of requesting SBC-13STATE to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 SPRINT has the option of collocating a DSLAM in SBC-13STATE's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When SPRINT collocates its DSLAM at SBC-13STATE RTs, SBC-13STATE will provide SPRINT with unbundled access to subloops to allow SPRINT to access the copper wire portion of the loop.

4.1.4.3 Where SPRINT is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-13STATE has placed a DSLAM in the RT, SBC-13STATE must unbundle and provide access to its packet switching. SBC-13STATE is relieved of this unbundling obligation only if it permits a requesting SPRINT to collocate its DSLAM in SBC-13STATE's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.5 When SBC-13STATE is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. SPRINT will provide SBC-13STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology SPRINT will deploy. If the technology does not have a PSD mask, SPRINT shall provide SBC-13STATE with a technical description of the technology (including power mask) for inventory purposes.

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

4.2 When SBC-13STATE traditional retail POTS services are disconnected, SBC-13STATE will notify SPRINT that POTS service is being disconnected. SPRINT will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 SBC-13STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC-13STATE is not the retail POTS provider

4.5 SPRINT may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00_65 (FCC 00-238), released June 30, 3, 2000.) Consistent with that Order, SWBT shall not be required to provide low frequency voice service to SPRINT "A" and high frequency data service to SPRINT "B" on the same loop. Any line splitting between two CLEC's shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SWBT splitters. SPRINT shall provide any splitters used for line splitting. To implement line splitting, SPRINT may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections and available cross-connects, under the terms and conditions set forth in this Agreement.

4.6 SBC-13STATE shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-13STATE shall be under no obligation to provide HFPL where SBC-13STATE is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, SPRINT will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. SPRINT shall pay SBC-13STATE for conditioning performed at SPRINT's request pursuant to Sections 7.1 and 7.2 below.

4.7 For each loop (including the HFPL), SPRINT shall at the time of ordering notify SBC-13STATE as to the PSD mask of the technology SPRINT intends to deploy on the loop. If and when a change in PSD mask is made, SPRINT will immediately notify SBC-13STATE. Likewise, SBC-13STATE will disclose to SPRINT upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-13STATE will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), SPRINT shall provide SBC-13STATE with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

4.8 In the event that **SBC-13STATE** rejects a request by **SPRINT** for provisioning of advanced services, **SBC-13STATE** will disclose to the requesting **SPRINT** information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

4.9 **SBC-13STATE** will not deny a requesting **SPRINT**'s right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting **SPRINT** can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.9.1 Upon request by **SPRINT**, **SBC-13STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct **SPRINT**, at **SPRINT**'s expense, to a third party laboratory of **SPRINT**'s choice for such evaluation.

4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-13STATE** will provide a loop to support the new technology for **SPRINT** as follows:

4.9.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-13STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.9.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.10 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-13STATE** or another **SPRINT** claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-13STATE** or that other **SPRINT** must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-13STATE** or a **SPRINT** demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.11 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-13STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-13STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: **SPRINT** will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in **SPRINT**s collocation arrangement area (whether caged or cageless) consistent with **SBC-13STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-13STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.1.1 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the **SPRINT** will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by **SPRINT**s. It is recommended that **SPRINT** provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-13STATE** will install the splitter in an **SBC-13STATE** bay and **SBC-13STATE** will access the splitter on behalf of the **SPRINT** for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, provided however, SBC reserves the right to withdraw this voluntary offer upon a minimum of 6 months notification to **SPRINT**. SBC will determine where such SBC-owned splitters will be located in each central office. SBC- owned splitters will be placed in a common area accessible to **SPRINT**s if space is available. When placed in common areas accessible to **SPRINT**s, **SPRINT**s will have test access at the line side of the splitter. Upon **SPRINT**'s request, SBC will perform testing and repair at the SBC-owned splitter on behalf of **SPRINT**. In the event that no trouble is found at the time of testing by SBC, **SPRINT** shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. **SPRINT** will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

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

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

5.1.2.1.2 Forecasts will be non-binding on both ILECs and SPRINT. As such, SBC-13STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-13STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with SBC-13STATE's Operational Support Systems ("OSS").

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

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

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

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

5.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-13STATE locations. In situations where SPRINT owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-13STATE Operations Support Systems ("OSS").

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

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

5.5 From time to time, **SBC-13STATE** may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by **SBC-13STATE** to last more than fifteen (15) minutes, SBC shall notify **SPRINT**.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **SBC-13STATE** will provide **SPRINT** with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-13STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, **SPRINT** will be given nondiscriminatory access to the same loop makeup information that **SBC-13STATE** is providing any other **SPRINT** and/or **SBC-13STATE**'s retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-13STATE**'s pre-qualification will provide a near real time response to **SPRINT** queries. Until replaced with OSS access as provided in 6.1, **SBC-13STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to **SPRINT** and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **SBC-13STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow **SPRINT**s, as well as **SBC-13STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-13STATE**'s electronic databases. **SPRINT** will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. **SPRINT** will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. **SPRINT** will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to **SPRINT**.

6.4.2 If **SPRINT** elects to have **SBC-13STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-13STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, **SPRINT** may request that **SBC-13STATE** perform conditioning at charges set forth in Appendix Pricing. **SPRINT** may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if **SPRINT**'s requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop. However, should **SBC-13STATE** refuse **SPRINT**'s request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

7.1 Provisioning: **SBC-13STATE** will not guarantee that the local loop(s) ordered will perform as desired by **SPRINT** for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity

and pair balance. SPRINT-requested testing by SBC-13STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where SPRINT has requested that no conditioning be performed, SBC-13STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at SPRINT's request, SBC-13STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to SPRINT any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-13STATE will remove load coils, repeaters, and excessive bridged tap at no charge to SPRINT.

7.2 Subject to Section 6.4.4 above, SPRINT shall designate, at SPRINT's sole option, what loop conditioning SBC-13STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

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

7.4 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-13STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.5 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-13STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon SPRINT's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

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

7.7 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event SPRINT's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

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

7.9 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

7.10 SPRINT, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

8.1 SBC-13STATE and SPRINT agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When SBC-13STATE provides HFPL, continuity is generally assumed as SBC-13STATE retail POTS service is operating at the time of the order. Generally, SBC-13STATE would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, SBC-13STATE will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.2 Should **SPRINT** desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

8.3 If the LSR was placed without a request for Acceptance Testing, and **SPRINT** should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.4 Acceptance Testing Procedure:

8.4.1 Upon delivery of a loop to/for **SPRINT**, **SBC-13STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by **SPRINT** to initiate performance of a series of Acceptance Tests.

8.4.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-13STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.4.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-13STATE** field technician will not perform a short or open circuit due to technical limitations.

8.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, **SPRINT** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete the order. **SPRINT** will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.4.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with **SPRINT** on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release **SPRINT** representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-13STATE** will re-contact the **SPRINT** representative to repeat the Acceptance Test. When the aforementioned test parameters are met, **SPRINT** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete the order. If **SPRINT** xDSL service does not function as desired, yet test parameters

are met, **SBC-13STATE** will still close the order. **SBC-13STATE** will not complete an order that fails Acceptance Testing.

8.4.4 Until such time as **SPRINT** and **SBC-13STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, **SPRINT** agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-13STATE** agrees that should **SPRINT** open a trouble ticket and an **SBC-13STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-13STATE** fault), **SBC-13STATE**, upon **SPRINT** request, will adjust **SPRINT**'s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.4.5 **SBC-13STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by **SPRINT** when **SPRINT** cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill **SPRINT** as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.7 below.

8.4.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-13STATE** error as determined through standard testing procedures, **SPRINT** will be credited for the cost of the Acceptance Test. Additionally, **SPRINT** may request **SBC-13STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.7 below.

8.4.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.5 Acceptance Testing Billing

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

8.6 Cooperative Testing: SBC-13STATE (SBC-AMERITECH/SBC-SNET/SBC-PACIFIC/SBC-NEVADA

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

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

8.6.2.1 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with SPRINT on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release SPRINT representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact SPRINT for another cooperative testing.

8.6.2.2 SBC-13STATE will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by SPRINT when SPRINT cannot provide a "live" representative (through no answer or placement on hold) for **over ten (10) 30 (thirty)** minutes. SBC-13STATE may then close the trouble ticket, document the time and reason, and may bill SPRINT as if the Cooperative Test had been completed. The SBC-13STATE field technician

for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.6.3 SBC-13STATE will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by SPRINT when SPRINT cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) thirty (30) minutes. SBC-AMERITECH/SBC-PACIFIC/SBC-SNET/SBC-NEVADA may then close the trouble ticket, document the time and reason, and may bill SPRINT as if the Cooperative Test had been completed.

8.7 The charges for Acceptance and Cooperative Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	$40.21/$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	$44.00	$23.00
SNET	FCC No. 39; Sec. 8.3.1.B	UBC+	$57.36	$26.37
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	$33.51	$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.
**Rates subject to tariff changes.

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

8.8 Line Sharing Turn-Up Testing Procedures:

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

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

8.8.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. **SPRINT** will not be billed for the Line Sharing Turn-Up Test described in 8.7 above.

9. MAINTENANCE /SERVICE ASSURANCE

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

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-13STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-13STATE** shall attempt to notify the end user and **SPRINT** for permission any time **SBC-13STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-13STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. Rather such commitments are contained in Appendix Performance Measurements.

9.3 **SBC-13STATE** will provide resolution of **SPRINT**-referred trouble tickets for the HFPL in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If **SPRINT** opens a trouble ticket for the HFPL portion of the loop to **SBC-13STATE** and the problem is determined to be in **SPRINT**'s network, **SPRINT** will pay **SBC-13STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.7 above) upon closing the trouble ticket.

9.3.2 SBC-owned line splitters:

9.3.2.1 **SBC-13STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-13STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by **SPRINT** where the voice service has not been impacted after such trouble has been isolated to the **SBC-13STATE** central office.

9.3.3 **SPRINT**-owned line splitters:

9.3.3.1 If **SBC-13STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by **SPRINT** data equipment or splitter, **SBC-13STATE** will notify **SPRINT** and request a trouble ticket and a committed restoration time from **SPRINT** for clearing the reported trouble.

9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by **SPRINT**. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either **SPRINT** or **SBC-13STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-13STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When **SPRINT** resolves the trouble condition in its equipment, **SPRINT** will contact **SBC-13STATE** to restore the HFPL.

9.3.6 In the event the trouble is identified and corrected in **SPRINT** equipment, **SBC-13STATE** will charge **SPRINT** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where **SPRINT** has requested recommended conditioning not be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at **SPRINT**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **SPRINT** any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-13STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

9.5 **SBC-13STATE** will provide **SPRINT** access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a **SPRINT** utilizing MLT intrusive test scripts, **SPRINT** must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. **SPRINT** may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. **SPRINT** shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before

initializing any intrusive test or so note such information on SPRINT's trouble documentation for non-mechanized tests.

9.6 SPRINT hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to SBC-13STATE facilities and hereby agrees to release, defend and indemnify SBC-13STATE, and hold SBC-13STATE harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against SBC-13STATE by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by SPRINT.

9.7 SBC-13STATE will not guarantee that the local loop (s) ordered will perform as desired by SPRINT for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. SPRINT-requested testing by SBC-13STATE beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 SPRINT shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-13STATE.

10. SPECTRUM MANAGEMENT

10.1 SPRINT will advise SBC-13STATE of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. SPRINT, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, SPRINT will notify SBC-13STATE as to the type of PSD mask SPRINT intends to use on the ordering form, and if and when a change in PSD mask is made, SPRINT will notify SBC-13STATE. SPRINT will abide by standards pertinent for the designated PSD mask type.

10.2 SBC-13STATE agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC-13STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-13STATE shall not deny SPRINT a loop based upon spectrum management issues, subject to 10.3 below. In all cases, SBC-13STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a SPRINT or by SBC-13STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-13STATE and SPRINT will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-13STATE will, upon request from SPRINT, disclose

within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-13STATE** and **SPRINT** agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-13STATE** and/or **SPRINT** must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations

provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

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**.

1.3 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to **SPRINT**'s data storage and administration of **SPRINT**'s Line Records for accounts provided using **SBC-AMERITECH**'s and/or **SNET**'s unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between **SPRINT** and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 2.1.

2. DEFINITIONS

2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 **"Query"** means a message that represents a request to a Database for information.

2.5 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH STP to the SCP where LIDB resides and back.

2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's
LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require SPRINT to update its Line Records with new or different information. .

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides SPRINT with the capability to access, create, modify or update SPRINT's Line Record Information in LIDB when such records are associated with SPRINT's subscriber accounts that are provided only on SPRINT's own end office switch.

4.2 SPRINT cannot use any of the unbundled, electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix to access any Line Records SPRINT might have in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB that are administered by a company other than SPRINT. This includes, but is not limited to, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH retail accounts, SPRINT's accounts administered by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLEC's with unbundled access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB administrative systems that is equivalent to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s own service order entry process. Service Order Entry Interface allows **SPRINT** to electronically transmit properly formatted records from **SPRINT**'s service order process or other data source into the LIDB administrative system. **SBC-SWBT** also provides the Service Order Entry Interface to requesting **SPRINT**s that use **SBC-SWBT**'s UNE local switch ports. **PACIFIC**, **SBC-AMERITECH**, and **SNET** will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 **SPRINT** will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**with a security gateway for **SPRINT**'s access to the Service Order Entry Interface. The RAF will verify the validity of **SPRINT**'s transmissions and limit **SPRINT**'s access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s Service Order Entry Interface. **SPRINT** does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will provide **SPRINT** with the file transfer protocol specifications **SPRINT** will use to administer **SPRINT**'s data over the Service Order Entry Interface. **SPRINT** acknowledges that transmission in such specified protocol is necessary for **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to provide **SPRINT** with Data Base Administration and Storage.

4.3.1.4 **SPRINT** can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB administrative system or **SPRINT** can choose to use this interface in conjunction with the Interactive Interface **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**provides under this Appendix. **SPRINT**

understands that if it chooses to use only the Service Order Entry Interface, **SPRINT** will not have access to any data administration capabilities available solely to the Interactive Interface that **SPRINT** has chosen not to use.

4.3.1.5 **SPRINT** understands and agrees that its access to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** for administration.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides **SPRINT** with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides **SPRINT** with the ability to have its own personnel access **SPRINT**'s records via an application screen that is presented on a computer monitor. Once **SPRINT** has accessed one of its Line Records, **SPRINT** can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide **SPRINT** with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 **SPRINT**'s access to the LIDB administrative system through the Interactive Interface will be limited to **SPRINT**'s subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.

4.3.2.3 **SPRINT**'s access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for **SPRINT**'s access to the Interactive Interface. The RAF will verify the validity of **SPRINT**'s transmissions and limit **SPRINT**'s access to the Interactive Interface and the LIDB administrative system. **SPRINT** does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 **SPRINT** will use hardware and software that is compatible with the LIDB administrative system **SPRINT** will access through the Interactive Interface.

4.3.2.5 **SPRINT** can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or **SPRINT** can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** provides under this Appendix. **SPRINT** understands and agrees that if it chooses to use only the Interactive Interface, **SPRINT** will not have access to any data administration capabilities available solely to the Service Order Entry Interface that **SPRINT** has chosen not to use.

4.4 Tape Load Facility Interface (applies to SBC-SWBT only)

4.4.1 Tape Load Facility Interface provides **SPRINT** with unbundled access to Tape Load facilities in those **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows **SPRINT** to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as **SPRINT**'s initial load of data, updating **SPRINT**'s entire data store for a new LIDB capability, and when **SPRINT**'s updates exceed one hundred thousand (100,000) Line Records over and above **SPRINT**'s normal daily update processing.

4.4.4 **SPRINT** can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 **SPRINT** will create and deliver one set of tape(s) to **SBC-SWBT**'s Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, **SBC-SWBT** will load **SPRINT**'s updates into LVAS. **SPRINT** will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-**

SWBT will use these tapes to update or create SPRINT's records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide SPRINT with record format and hardware requirements for such tapes and SPRINT will comply with such documentation in creating its tapes. SBC-SWBT will also provide SPRINT with the name and address of SBC-SWBT's LVAS System Administrator to whom SPRINT will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows SPRINT to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires SPRINT to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load SPRINT's updates directly into LIDB and LVAS. SPRINT will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide SPRINT with record format and hardware requirements for the tape load as well as the name and address where SPRINT will deliver each set of tapes.

4.4.6.2 SBC-SWBT and SPRINT will negotiate mutually agreed upon dates and times for tape loads of SPRINT's data.

4.4.6.3 SPRINT will use the Tape Load Facility Interface only for SPRINT's subscribers' Line Records. SPRINT will not use the Tape Load Facility Interface to modify any Group Record nor will SPRINT use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides SPRINT with unbundled access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB Editor that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's manner of access. LIDB Editor provides SPRINT with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-SWBT, PACIFIC, SNET, SBC-

AMERITECH will also provide SPRINT with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow SPRINT to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees. SPRINT will have access to such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees only for the same purposes that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has access to LIDB Editor.

4.5.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 SPRINT understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When SPRINT uses the LIDB Editor Interface, SPRINT agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH at the time SPRINT makes its update request. SPRINT and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will use such documentation to resolve any update disputes regarding SPRINT's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. SPRINT agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method SPRINT uses for its ongoing Line Record administration) once administrative system update capability is restored. SPRINT understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records

and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will run the LIDB audit on a daily basis.

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

4.6.2 Source Audit

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

4.6.2.2 The source of Account Owners' Line Records that **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** administers through a service order process will be the **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with a file containing all of **SPRINT**'s Line Records in LIDB that **SPRINT** administers through unbundled electronic interface(s). **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will deliver such file(s) to **SPRINT** electronically over the Service Order Entry Interface.

4.6.2.4 **SPRINT** will use the file **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** provides in Section 4.6.2.3 to audit **SPRINT**'s LIDB accounts against **SPRINT**'s data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. **SPRINT** will correct all discrepancies using the unbundled electronic interface(s) **SPRINT** has requested under this Appendix.

4.6.2.5 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will provide **SPRINT** with a source audit file once per year. Such audit files will represent **SPRINT**'s entire

data store of Line Records to which SPRINT has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) SPRINT can request additional source audit files and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will work cooperatively to accommodate all reasonable SPRINT requests for such additional source audit files.

4.7 LSR Process

4.7.1 The LSR Process allows SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to create and administer SPRINT's data on SPRINT's behalf through a bundled service order flow. The LSR Process is only available to SPRINT when SPRINT is providing service to end users using SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB administrative system. SPRINT can obtain access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in Section 4.3 of this Appendix.

4.7.3 SPRINT will not have direct access to any of its records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through the LSR Process.

4.7.4 SPRINT will provide complete information in its LSR to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH so that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH can populate SPRINT's line record completely and accurately. If SPRINT's LSR does not contain information needed to populate a data element in LIDB, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will populate such data element with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-defined default information. Such default derivation will apply to all SPRINTs using the LSR Process that also omit said data element. Use of default information does not relieve SPRINT of its responsibility for providing SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH complete and accurate information in LIDB. In the event SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH populates SPRINT's Line Records with default information under this paragraph, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be responsible for any claim or damage resulting from the use of such default information, except in the event of

SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's gross negligence or willful misconduct.

4.7.5 The following applies only to **SBC-SWBT**.

4.7.5.1 **SBC-SWBT** will transfer LIDB Line Records between local service providers (including **SBC-SWBT**) based on conversion activity either "as is" or "with changes".

4.7.5.2 **SPRINT** will identify through a registration form that **SBC-SWBT** will provide to **SPRINT**, how **SPRINT**'s Line Records will be created, transferred, or administered.

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

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

4.7.5.5 Ongoing Administration. **SPRINT** will identify whether ongoing administration of its Line Records will be done by **SPRINT** directly through its unbundled electronic interface or whether ongoing administration will be done by **SBC-SWBT** based on an LSR submitted by **SPRINT**.

4.8 Fraud Monitoring

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

5. MANNER OF PROVISIONING

5.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide to SPRINT, on request, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides for LIDB data administration when SPRINT chooses to use such interfaces.

5.2 SPRINT will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will input information provided by SPRINT into LIDB for the NPA-NXXs and/or NXX-0/1XXs that SPRINT will store in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT shall provide all information needed by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 SPRINT will furnish, prior to the initial load of SPRINT's data, and as requested by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of SPRINT information, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will notify SPRINT of its intent to not provide to SPRINT the Services under this Appendix and this Appendix will be void.

5.6 SPRINT may submit updated or changed forecasts due to unforeseen events at any time and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH encourages

SPRINT to submit such forecasts as soon as practical. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has reason to believe there may be significant error in SPRINT's latest forecast.

5.7 SPRINT will furnish all Line Records and Group Records in a format required by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 SPRINT is solely responsible for all Line Records for which SPRINT is the Account Owner. This includes all data, data administration, Line Records that SPRINT creates, Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH creates on SPRINT's behalf, or Line Records that are transferred to SPRINT as a result of SPRINT becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which SPRINT can directly administer its Line Records in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.

5.10 If SPRINT resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, SPRINT will administer those records through the unbundled electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 SPRINT will administer its data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB in such a manner that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's accuracy of response information and consistency of available data is not adversely impacted.

5.12 SPRINT will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If SPRINT has operational unbundled electronic interfaces and SPRINT has chosen to create its own records in LIDB, SPRINT will create its records within twenty-four (24) hours of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's deletion of any previous Line Record or, if there is no previous

SPRINT to submit such forecasts as soon as practical. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has reason to believe there may be significant error in SPRINT's latest forecast.

5.7 SPRINT will furnish all Line Records and Group Records in a format required by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 SPRINT is solely responsible for all Line Records for which SPRINT is the Account Owner. This includes all data, data administration, Line Records that SPRINT creates, Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH creates on SPRINT's behalf, or Line Records that are transferred to SPRINT as a result of SPRINT becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which SPRINT can directly administer its Line Records in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.

5.10 If SPRINT resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, SPRINT will administer those records through the unbundled electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 SPRINT will administer its data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB in such a manner that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's accuracy of response information and consistency of available data is not adversely impacted.

5.12 SPRINT will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If SPRINT has operational unbundled electronic interfaces and SPRINT has chosen to create its own records in LIDB, SPRINT will create its records within twenty-four (24) hours of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's deletion of any previous Line Record or, if there is no previous

Line Record, within twenty-four (24) hours of providing the end-user with dial tone.

5.14 If SPRINT administers its Line Records directly through unbundled electronic interfaces and SPRINT does not provide service using an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switching port, SPRINT will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. SPRINT will delete such Line Records within twenty-four (24) hours of disconnection.

5.15 SPRINT will also delete Line Records from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB when SPRINT migrates Line Record from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB to another LIDB or LIDB-like Database unless SPRINT otherwise arrange with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to delete such records on SPRINT's behalf.

5.16 If SPRINT begins providing local services before SPRINT completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat SPRINT's LSRs as if SPRINT had elected to administer all activity on its Line Records directly through an unbundled electronic interface.

5.17 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide the capability needed to perform query/response functions on a call-by-call basis for SPRINT's Line Records residing in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB.

5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH practices. The Parties acknowledge that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may change those practices from time to time.

5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB is the responsibility of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. SPRINT acknowledges and agrees that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, in its role as system administrator, may need to access any record in LIDB, including any such records administered by SPRINT over unbundled electronic interfaces. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will limit such access to those actions