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December 4, 2001

70-2002-257

HAND-DELIVERED

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

FILED²
DEC 04 2001
Missouri Public
Service Commission

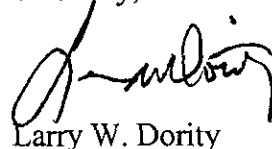
Re: IN THE MATTER OF THE APPLICATION OF SBC ADVANCED SOLUTIONS, INC. FOR APPROVAL OF ITS INTERCONNECTION AGREEMENT WITH NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS UNDER 47 U.S.C. § 252.

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and eight (8) copies of the "Application of SBC Advanced Solutions, Inc. for Approval of Interconnection Agreement with New Edge Network, Inc. d/b/a New Edge Networks." An original and five (5) copies of the executed Interconnection Agreement are enclosed with this filing.

Thank you for bringing this filing to the attention of the appropriate Commission personnel.

Sincerely,



Larry W. DORITY

Enclosures

cc: Dana K. Joyce, General Counsel
Office of the Public Counsel
Scott Walker

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED²
DEC 04 2001
Missouri Public
Service Commission

In the matter of the Application of)
SBC Advanced Solutions, Inc.)
for approval of its Interconnection)
Agreement with New Edge Network, Inc.)
d/b/a New Edge Networks under 47 U.S.C. § 252.)

Case No. 10-2002-257

**APPLICATION OF SBC ADVANCED SOLUTIONS, INC.
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH NEW EDGE NETWORK, INC. d/b/a NEW EDGE NETWORKS**

COMES NOW SBC Advanced Solutions, Inc. ("SBC-ASI") and hereby applies for approval by the Missouri Public Service Commission ("Commission") of the accompanying Interconnection Agreement voluntarily entered into by SBC-ASI and New Edge Network, Inc. d/b/a New Edge Networks ("New Edge Networks"), pursuant to the federal Telecommunications Act ("Act") under 47 U.S.C. § 252(e).

1. SBC-ASI is a wholly-owned subsidiary of SBC Communications, Inc. The legal name and principal office or place of business of SBC-ASI is:

SBC Advanced Solutions, Inc.
300 Convent Street, 18th Floor
San Antonio, Texas 78205
Telephone: (210) 246-8600
Facsimile: (210) 246-8699

2. SBC-ASI is a Delaware Corporation, authorized to do business in the state of Missouri. Copies of SBC-ASI's Certificate of Authority to transact business in Missouri from the Missouri Secretary of State and SBC-ASI's Articles of Incorporation were filed in Re SBC Advanced Solutions, Inc. Application for a Certificate of Service Authority to Provide Advanced

Telecommunications within the State of Missouri, Case No. TA-2000-260, and are incorporated herein by reference. Pursuant to the Commission's Order Approving Interexchange And Non-Switched Local Exchange Certificate Of Service Authority in Case No. TA-2000-260, SBC-ASI provides telecommunications service in Missouri. All correspondence, communications, and orders and decisions of the Commission should be sent to:

James M. Fischer
Larry W. Dority
FISCHER & DORITY, P.C.
101 Madison, Suite 400
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
Facsimile: (573) 636-0383

3. SBC-ASI has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

In support of this Application, SBC-ASI states the following:

I. INTERCONNECTION AGREEMENT REACHED

SBC-ASI presents to this Commission for approval, an Agreement that was negotiated and executed pursuant to the terms of the Act. Following good faith negotiations to address all of the complex issues involved in such an agreement, the parties signed the Interconnection Agreement between SBC-ASI and New Edge Networks on October 22, 2001, and hereby file the Agreement, together with one pricing schedule incorporated therein. There are no outstanding issues between SBC-ASI and New Edge Networks that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

SBC-ASI seeks the Commission's approval of the Agreement, consistent with the provisions of the Act. SBC-ASI believes that the implementation of this Agreement complies fully with Section 252(e) of the Act because the Agreement is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The Agreement promotes interconnectivity and diversity in providers, and will increase customer choices for telecommunications services.

SBC-ASI respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise between SBC-ASI and New Edge Networks.

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Act with provides:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.** – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.** – The State Commission may only reject –
 - (A)** an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
 - (i)** the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

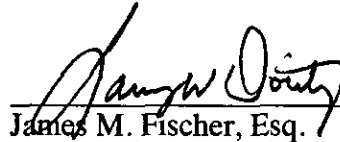
(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

IV. MISSOURI LEGISLATION

The negotiated and executed Agreement is consistent with Missouri Senate Bill 507, which became effective on August 28, 1996.

WHEREFORE, SBC Advanced Solutions, Inc. respectfully requests the Commission to enter an Order approving its Interconnection Agreement.

Respectfully submitted,



James M. Fischer, Esq. MBN 27543

e-mail: jfischerpc@aol.com

Larry W. Dority, Esq. MBN 25617

e-mail: lwdority@sprintmail.com

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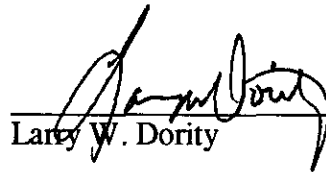
Attorneys for Applicant SBC Advanced Solutions,
Inc.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered or mailed, First Class, postage prepaid, this 4th day of December, 2001, to:

Office of the Public Counsel
P.O. Box 360
Jefferson City MO 65102

Dana Joyce
General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City MO 65102

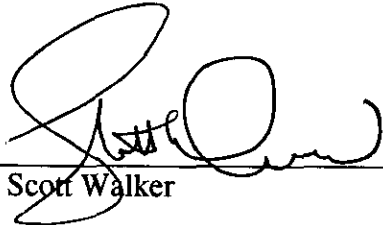


Larry W. Dority

AFFIDAVIT OF VERIFICATION

STATE OF TEXAS)
COUNTY OF BEXAR)

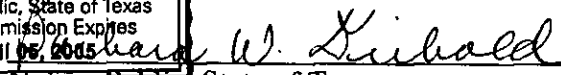
Scott Walker, being first duly sworn, on his oath and in his capacity as Area Manager Interconnection of SBC Advanced Solutions, Inc., states that he is authorized to execute on behalf of SBC Advanced Solutions, Inc. this Application and has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of his knowledge and belief.



Scott Walker

Subscribed and sworn to before me this 3rd day of December, 2001.





Notary Public, State of Texas

10-2002-257

INTERCONNECTION AGREEMENT (8-STATE)

BETWEEN

SBC ADVANCED SOLUTIONS, INC.

AND

NEW EDGE NETWORK, INC. d/b/a NEW EDGE NETWORKS

FILED²

DEC 04 2001

**Missouri Public
Service Commission**

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INTERCONNECTION AGREEMENT (SBC-ASI/8-STATE)

THIS INTERCONNECTION AGREEMENT - **SBC-ASI/8-STATE** is between SBC Advanced Solutions, Inc. having a principal place of business at 300 Convent Street, 18th Floor, San Antonio, Texas 78205, on behalf of itself and its affiliated companies, ("**SBC-ASI/8-STATE**") and New Edge Network, Inc. d/b/a New Edge Networks ("**CLEC**")(**SBC-ASI/8-STATE** and **CLEC** are sometimes referred to hereinafter as "Party" or "Parties").

WHEREAS, **CLEC** desires **SBC-ASI/8-STATE** to provide high speed data services (collectively "Services") under certain prices, terms and conditions; and

WHEREAS, **CLEC** and **SBC-ASI/8-STATE** desire to enter into an Interconnection Agreement covering the installation, operation and maintenance of such Services ("Agreement"); and

WHEREAS, pursuant to the Telecommunications Act of 1996, (the "Act"), the Parties wish to establish terms for the resale of **SBC-ASI/8-STATE** Services and for the provision by **SBC-ASI/8-STATE** of Interconnection as designated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, **SBC-ASI/8-STATE** and **CLEC** agree as follows:

GENERAL TERMS AND CONDITIONS

1. **SCOPE OF THE AGREEMENT.** This Agreement is intended to satisfy SBC's obligations under section 251(c) of the Act as interpreted by the D.C. Court of Appeals in *Association of Communications Enterprises v. FCC*, slip op., No. 99-1441 (D.C. Circuit, Jan. 9, 2001), modified slip op. (Jan. 18, 2001) (the "ASCENT Decision") in anticipation of the Federal Communications Commission ("FCC") issuing an order to address this issue as discussed in Footnote 768 of the Kansas/Oklahoma 271 Order, FCC 01-29 released January 22, 2001. In the event the FCC issues a decision that imposes requirements affecting the terms and conditions contained in this Agreement, or that the terms and conditions contained in this Agreement do not fulfill SBC's obligations under the ASCENT Decision, either Party may exercise its rights under the Intervening Law provisions set forth in section 1F of this Agreement.
 - A. **Complete Agreement.** This Agreement including any attachments, schedules and addenda sets forth the complete terms and conditions applicable to the provision of Services by **SBC-ASI/8-STATE** to **CLEC**, and supersedes any and all prior agreements, arrangements, representations, or understandings relating to the subject matter hereof.

B. Relevant States, Regional Designations, and State-Specific Rates, Terms and Conditions.

- (1) **Relevant States.** SBC-ASI/8-STATE Agreement includes singly and collectively the States of Nevada collectively referred to hereinafter as **SBC-ASI/8-STATE**.
- (2) **Regional Designations.** When used in this Agreement, the following regional designations refer to the following states:

Region	States
ASI-Central	Arkansas, Kansas, Missouri, Oklahoma, Texas
ASI-West	California, Nevada
ASI-Northeast	Connecticut

- (3) **State-Specific Rates, Terms and Conditions.** For ease of administration, this 8-state Agreement contains certain specified rates, terms and conditions that apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions that apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under section 252(e) of the Act.
- (4) State-specific terms, have been negotiated (or included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which such terms are to apply.
- C. **Term.** The initial term of this Agreement is one (1) year, unless sooner terminated as provided herein. This Agreement is effective ten (10) calendar days after the appropriate state Commission approves the Agreement under section 252(e) of the Act, or absent such Commission approval, the date the Agreement is deemed approved under section 252(e)(4) of the Act.
- D. **Cancellation, Termination and Default.**
- (1) If CLEC cancels the Service before installation, CLEC will pay all costs, fees and expenses incurred or expended by **SBC-ASI/8-STATE** in connection with providing the Service including, but not limited to, those paid to third parties.
- (2) CLEC may terminate this Agreement upon payment of the termination charges, if any, set forth in this Agreement.

- (3) Subject to the conditions specifically provided for failure to pay in subsection 2I, **SBC-ASI/8-STATE** may terminate this Agreement upon thirty (30) calendar days written notice if CLEC fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) calendar days after **SBC-ASI/8-STATE**'s notice.
 - (4) This Agreement is subject to all applicable laws, regulations, rules and orders. **SBC-ASI/8-STATE** and the Services may be regulated by certain rules, regulations, and orders of state or federal regulatory agencies or may be subject to certain requirements as set forth in the Act. If this Agreement, or any part thereof, is subsequently deemed, or **SBC-ASI/8-STATE**, in good faith, at its sole discretion, believes this Agreement, or any part thereof, to be in conflict with any such rules, regulations or orders, **SBC-ASI/8-STATE** may to that extent terminate or modify this Agreement without liability.
 - (5) CLEC may terminate this Agreement without payment of termination charges if, upon delivery to **SBC-ASI/8-STATE** of a thirty (30) calendar days written notice setting forth the reason(s) for termination, **SBC-ASI/8-STATE** fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) calendar days after **SBC-ASI/8-STATE**'s receipt of CLEC's breach notice.
 - (6) If this Agreement is terminated under any provision set forth above, **SBC-ASI/8-STATE** and CLEC agree to cooperate in an orderly and efficient transition of the Services to another CLEC or another vendor, as applicable.
 - (7) Subject to the conditions specifically provided for failure to pay in subsection 2H, in the event CLEC defaults in its obligation to make timely payments to **SBC-ASI/8-STATE** or otherwise defaults in any material obligation hereunder, **SBC-ASI/8-STATE** may, in addition to other remedies, discontinue work on any Service orders in process and may refuse to accept any new orders for Service. In addition, **SBC-ASI/8-STATE** may disconnect any existing Service connections that are in default for non-payment and CLEC shall cooperate with **SBC-ASI/8-STATE** in this disconnection process to minimize the impact on CLEC's Customers.
- E. Negotiation of Successor Agreement. If either Party desires to negotiate a successor agreement to this Agreement, such Party must provide the other Party with a written request to negotiate such successor agreement ("Request to Negotiate") not later than one hundred-eighty (180) calendar days prior to the expiration of this Agreement. A Request to Negotiate does not activate the negotiation timeframe set forth in this Agreement, nor does it shorten the life of this Agreement. The noticing Party will delineate the items desired to be negotiated. Not later than thirty (30) calendar days from receipt of said Request to Negotiate, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin

negotiations not later than one hundred thirty-five (135) calendar days prior to expiration of this Agreement. This Agreement will continue after the initial one (1) year term on a month-to-month basis until terminated or until a successor Agreement is negotiated or arbitrated pursuant to the terms of this Agreement.

- F. Intervening Law. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any action altering the existence or scope of any 47 U.S.C. section 251 obligation on **SBC-ASI/8-STATE** (e.g. the ASCENT Decision) and any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.
- G. Assignment. Neither Party may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that **SBC-ASI/8-STATE** may assign its rights and benefits and delegate its duties and obligations under this Agreement to an affiliate of **SBC-ASI/8-STATE** without the consent of CLEC. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

2. BILLING AND TERMS OF PAYMENT

- A. **SBC-ASI/8-STATE** or its billing agent will bill CLEC (and not CLEC's Customer) and CLEC will pay to **SBC-ASI/8-STATE** or its billing agent on a monthly basis the charges set forth in this Agreement. The charges will commence on the date Service is made available by **SBC-ASI/8-STATE** under the applicable Agreement.

- B. Charges referenced in subsection A above are due on the date specified on the bill ("Payment Date").
- C. A late payment charge shall be assessed by **SBC-ASI/8-STATE** or its billing agent on any charges not received by the Payment Date. The late payment charge shall be calculated according to the prevailing collections policy in place by **SBC-ASI/8-STATE** in each jurisdiction or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received, but in no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- D. If a billing dispute is resolved in favor of CLEC, any billed charges and late payment charges collected on the disputed amount will be credited to CLEC on CLEC's bill.
- E. If a billing dispute is resolved in favor of **SBC-ASI/8-STATE**, any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth above.
- F. Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period of one (1) month will be prorated.
- G. Taxes
- (1) With respect to any purchase of Service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.
 - (2) If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
 - (3) If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- (4) If applicable law excludes or exempts a purchase of Services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to section 2.G(2), will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit.
- (5) If applicable law excludes or exempts a purchase of Services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- (6) With respect to any Tax or Tax controversy covered by this section G, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.
- (7) Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the provisioning Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

H. Failure to Pay

- (1) Failure of CLEC to pay charges may be grounds for termination of this Agreement. If CLEC fails to pay when due, any and all charges billed to them under this Agreement ("Unpaid Charges") and any portion of such charges remain unpaid more than fifteen (15) calendar days after the Payment Date of such Unpaid Charges, **SBC-ASI/8-STATE** or its billing agent will notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges, whether disputed or undisputed, to **SBC-ASI/8-STATE** or its billing agent within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set forth in section 8 of this Agreement.

- (2) If CLEC charges remain unpaid and undisputed thirty (30) calendar days past the Payment Date of the Unpaid Charges as described above, CLEC will, at its sole expense, notify its Customers that their Service may be disconnected because of CLEC's failure to pay Unpaid Charges, and that CLEC's Customers must select a new service provider within fifteen (15) calendar days.
- (3) If any CLEC charges remain unpaid and undisputed forty-five (45) calendar days past the Payment Date, **SBC-ASI/8-STATE** will disconnect Service to CLEC.
- (4) **SBC-ASI/8-STATE** may discontinue service to CLEC upon failure to pay Unpaid Charges as provided in this section, and will have no liability to CLEC or CLEC's Customer in the event of such disconnection.
- (5) After disconnect procedures have begun, **SBC-ASI/8-STATE** will not accept service orders from CLEC until all Unpaid Charges are paid. **SBC-ASI/8-STATE** will have the right to require a deposit equal to one (1) month's charges (based on the highest previous month of service from **SBC-ASI/8-STATE**) prior to resuming Service to CLEC after disconnect for nonpayment.
- (6) Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate **SBC-ASI/8-STATE** to continue to provide Service to any such CLEC Customer or to limit any and all disconnection rights **SBC-ASI/8-STATE** may have with regard to such CLEC Customers.

3. **WARRANTY, MAINTENANCE AND LIMITATION OF LIABILITY**

- A. **SBC-ASI/8-STATE WARRANTS THAT THE SERVICE WILL BE INSTALLED AND MAINTAINED IN GOOD WORKING ORDER AND THAT THE SERVICE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS AGREEMENT.**
- B. **THIS WARRANTY DOES NOT COVER REPAIRS FOR DAMAGES CAUSED BY ANY NEGLIGENCE, ACT OR OMISSION OF CLEC OR ITS CUSTOMER OR THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. EXCEPT AS SPECIFICALLY PROVIDED FOR IN SUBSECTION A ABOVE WITH RESPECT TO SERVICE, SBC-ASI/8-STATE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICE, INTERCONNECTION, COLLOCATION, OR NETWORK ELEMENTS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- C. **SBC-ASI/8-STATE'S SOLE LIABILITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), FOR ANY FAILURE, DEFECT, ERROR, LOSS, OR OMISSION IN THE PROVISION OF THE SERVICE ("SERVICE INTERRUPTION"), INTERCONNECTION,**

COLLOCATION, OR NETWORK ELEMENTS, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, SERVICE INTERRUPTION ALLEGED TO BE CAUSED BY CLEC'S DEFECTIVE EQUIPMENT OR CLEC'S CUSTOMER OWNED OR PROVIDED EQUIPMENT OR CUSTOMER PREMISES EQUIPMENT ("CUSTOMER EQUIPMENT"), EVEN IF PROVIDED OR INSTALLED BY SBC-ASI/8-STATE, IS LIMITED TO REFUND OF THE PROPORTIONATE CHARGE FOR THE PERIOD DURING WHICH THE SERVICE, INTERCONNECTION, COLLOCATION OR NETWORK ELEMENT WAS AFFECTED.

D. IN NO EVENT WILL SBC-ASI/8-STATE BE LIABLE TO CLEC, UNDER ANY CIRCUMSTANCES, FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS AND LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

E. SBC-ASI/8-STATE RESERVES THE RIGHT TO TEMPORARILY SUSPEND SERVICE TO ALLOW FOR MAINTENANCE.

4. INDEMNITY AND INSURANCE

A. As to the Services, CLEC shall indemnify, defend and hold harmless SBC-ASI/8-STATE, its parents, affiliates and subsidiaries, and their respective, officers, directors, employees, agents, successors and assigns from and against any claim, loss or damage involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from CLEC's own communications;**
- (2) Claims for patent infringement arising from CLEC's acts of combining or using the Services in connection with Customer Equipment; or**
- (3) All other claims arising out of any act or omission of CLEC.**

B. As to the Services, SBC-ASI/8-STATE shall indemnify, defend and hold harmless CLEC from and against:

- (1) Any claim or threat of claim brought by a third party which arises out of any claim or suit for direct damages or relief on account of injury to or death of any person or damage to tangible personal or real property caused solely by SBC-ASI/8-STATE's negligence or willful misconduct in the course of SBC-ASI/8-STATE's performance under this Agreement.**

- (2) Any claim or threat of claim brought by any third party alleging the Services infringe such party's patents, trademarks or copyright ("Intellectual Property"), provided that CLEC: (a) followed SBC-ASI/8-STATE's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies SBC-ASI/8-STATE promptly and in writing of any such claims; and (d) cooperates with and permits SBC-ASI/8-STATE to control the defense, settlement or other handling of such claim or threatened claim. SBC-ASI/8-STATE shall not be responsible for any claims resulting from CLEC's combination of the Services with other products or services or Customer Equipment. If one (1) or more of the Services shall be found not to conform to any Intellectual Property warranty, CLEC's sole remedy against SBC-ASI/8-STATE shall be, at SBC-ASI/8-STATE's option, for SBC-ASI/8-STATE to: (a) defend CLEC against such infringement claim; or (b) to substitute other functionally equivalent SBC-ASI/8-STATE services.
- C. CLEC acknowledges that its right under this Agreement to interconnect with **SBC-ASI/8-STATE**'s network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.
- D. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- (1) Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - (2) Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - (3) If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

- (4) Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.D of this Agreement.
- (5) The Parties agree that companies affording the insurance coverage required under Section 4.D shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- (6) Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- (7) Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - (a) The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - (b) The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - (c) The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- (8) This Section 4.D is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

5. FORCE MAJEURE

- A. **SBC-ASI/8-STATE** will not be liable for any loss or damage resulting from any cause beyond **SBC-ASI/8-STATE**'s reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by CLEC, Customer

Equipment or CLEC service or equipment vendors or any other cause beyond **SBC-ASI/8-STATE**'s control.

- B. On the occurrence of any such event and to the extent such occurrence interferes with **SBC-ASI/8-STATE**'s obligation under this Agreement, **SBC-ASI/8-STATE** will be excused from such obligations during the period of such interference, provided that **SBC-ASI/8-STATE** uses all reasonable efforts available to **SBC-ASI/8-STATE** to avoid or remove such causes of inability to meet such obligation.

6. AGENCY

- A. CLEC hereby authorizes **SBC-ASI/8-STATE** to act as CLEC's agent in interactions with other carrier(s), vendor(s), and service provider(s) to CLEC's termination point involving the following activities ("Activities"):
- (1) coordination of orders for installation, moves, and changes of services provided by other carrier(s), vendor(s), and service provider(s);
 - (2) coordination of end-to-end testing of circuits with other carrier(s), vendor(s) and service provider(s);
 - (3) coordination of service restoration with other carrier(s), vendor(s) and service provider(s) in the event of an outage.
- B. CLEC may revoke this designation of agency at any time upon written notice to **SBC-ASI/8-STATE**.

7. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the disclosing Party ("Discloser") to the receiving Party ("Recipient"). All information which is disclosed by one (1) Party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information ("CPNI") of CLEC's Customers pursuant to the Act and the rules and regulations of the FCC, whether disclosed by CLEC to **SBC-ASI/8-STATE** or otherwise acquired by **SBC-ASI/8-STATE** in the course of meeting the obligations of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.
- B. For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (1) to use it only for the purpose of performing under this Agreement, (2) to hold it in

confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (3) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

- C. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- D. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) calendar days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- E. The Recipient will have no obligation to safeguard Confidential Information: (1) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (2) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (3) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (4) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- F. The Parties acknowledge that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from End Users or sources other than the Disclosing Party.

- G. Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
 - H. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
 - I. Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
 - J. CLEC authorizes **SBC-ASI/8-STATE** to share Confidential Information held by **SBC-ASI/8-STATE** with **SBC-ASI/8-STATE**'s affiliates and **SBC-ASI/8-STATE**'s billing agent as is reasonably necessary to accomplish the purposes of this Agreement.
 - K. CLEC agrees that it will not use **SBC-ASI/8-STATE**, its parents, affiliates, or subsidiaries' name, marks, or any language from which the connection of said names, marks therewith may be inferred or implied in any advertising, sales, sales promotion, press release, other publicity marketing or sales matters or in any other written document or oral statement relating to the Service, without **SBC-ASI/8-STATE**'s express written permission. CLEC will not in any way suggest or imply that **SBC-ASI/8-STATE** endorses or recommends the quality, reliability, or any other aspect of the service provided by CLEC to CLEC's Customers.
8. DISPUTE RESOLUTION
- A. Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
 - B. Billing Disputes.
 - (1) The Parties agree that with respect to matters that are purely unresolved billing disputes, all bills, including bills disputed in whole or in part, are to be paid when due, that late payment charges apply to all overdue invoices as set forth in section 2 of this Agreement. The Parties further agree that if any billing dispute is

resolved in favor of the disputing Party the disputing Party will receive the disputed amount via a credit as described in section 2 of this Agreement.

- (2) The Parties will endeavor to resolve the dispute within thirty (30) calendar days of the Payment Date on which such disputed charges are due.

C. Formal Resolution of Disputes.

- (1) Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the appropriate state Commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in section 8D.
- (2) The Parties agree that the dispute resolution procedures set forth in this Agreement are not intended to conflict with the applicable provisions of the Act or of the appropriate state Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

D. Arbitration. When both Parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. When the dispute relates to multiple states, the arbitration will be held in San Antonio, Texas, unless the Parties agree otherwise. When the dispute relates to only one state, the arbitration will be held in the capital city of that state, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures other than the fees of the arbitration and the arbitrator, which will be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9. LAW ENFORCEMENT AND CIVIL PROCESS

- A. Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When either Party receives a request associated with a Customer of the other Party, that Party will

comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

- B. Subpoenas. If a Party receives a subpoena for information concerning an End User the Party knows to be a Customer of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the other Party such assistance will be provided.

10. GENERAL PROVISIONS

- A. Non-Waiver. The failure of **SBC-ASI/8-STATE** or CLEC to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment for the future of any such provision, but the same will be and remain in full force and effect.
- B. Headings. Section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.
- C. Notices. All notices or other communications hereunder will be deemed to have been fully given when made by confirmed facsimile or similar confirmed communication, made in writing and delivered in person, or deposited in the United States mail, postage prepaid, and addressed as follows:

To CLEC: Robert Y. McMillin
 New Edge Networks
 Senior Director-Interconnection
 3000 Columbia House Blvd, Suite 10
 Vancouver, WA 98661
 Fax: n/a

To SBC-ASI: Director - Regulatory & Interconnection
 300 Convent Street, Room 1998
 San Antonio, Texas 78205
 Fax: 210/246-8152

Copy to: Legal Department
 SBC Advanced Solutions, Inc.
 300 Convent Street, 18th Floor
 San Antonio, Texas 78205
 Attention: General Counsel

Either Party may unilaterally change any of its notice information above by giving written notice to the other Party pursuant to this section. Any notice to change the notice information shall be deemed effective ten (10) calendar days following receipt by the other Party.

- D. Governing Law. When the dispute relates to multiple states, this Agreement will be construed in accordance with and be governed by the domestic laws of the State of Texas. If the dispute relates to only one state, this Agreement will be construed in accordance with and be governed by the domestic laws of that state.
- E. Releases. Subject to any agreement or provisions regarding collocation, neither **SBC-ASI/8-STATE** nor CLEC will require waivers or releases of any rights from representatives of the others in connection with visits to **SBC-ASI/8-STATE**'s, CLEC's or CLEC's Customer's premises, and no such releases or waivers will be pleaded or otherwise asserted by **SBC-ASI/8-STATE** or CLEC in any action or proceeding.
- F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of **SBC-ASI/8-STATE** and CLEC will be construed and enforced accordingly.
- G. Survival. Obligations, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.
- H. Consent. Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld.
- I. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- J. Relationship of Parties/Independent Contractor. Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own

affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

- K. Amendments and Waivers. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.
- L. Access. CLEC will assure that **SBC-ASI/8-STATE** is provided reasonable access to all CLEC or CLEC's Customer demarcation at all reasonable hours for the purpose of installing, inspecting, testing, rearranging, maintaining, repairing or removing the Services.

RESALE, ORDERING, PROVISIONING, AND MAINTENANCE

11. RESALE

- A. At the request of CLEC, and pursuant to the requirements of the Act, the Services that **SBC-ASI/8-STATE** currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers will be made available for resale to CLEC by **SBC-ASI/8-STATE** in accordance with the terms and conditions set forth in this Agreement. **SBC-ASI/8-STATE** shall make its Services available for resale to CLEC on terms and conditions that are reasonable and nondiscriminatory. **SBC-ASI/8-STATE** will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Services.
- B. **SBC-ASI/8-STATE** is not required to make Services available for resale at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent, if any. Further, to the extent CLEC resells Services that require certification on the part of the CLEC's Customer, CLEC will ensure that the CLEC's Customer has received proper certification and complies with all rules and regulations as established by the Commission. CLEC represents and warrants to **SBC-ASI/8-STATE** that it is authorized to resell the Services and will obtain all regulatory and other certificates, licenses and right-to-use authorizations needed to resell the Services and will provide this documentation to **SBC-ASI/8-STATE** before the Services are ordered by CLEC. Such Services are subject in all respects to the provisions of this Agreement, including, but not limited to, geographical limits, applicable laws, and publicity.
- C. CLEC will not use the Services covered by this Agreement to provide interconnection services, intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, inter-exchange carriers ("IXCs"), wireless carriers,

competitive access providers ("CAPs"), or other telecommunications providers. Provided however, that CLEC may permit its Customers to use resold Services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

D. CLEC may at any time add or delete features to or relocate (subject to the provisions of this Agreement) the Services where available for CLEC's Customers except for grandfathered services. CLEC may only resell grandfathered Services to Customers that are eligible to receive grandfathered Services from **SBC-ASI/8-STATE**.

(1) In California only, in compliance with the applicable rules and orders of the California Public Utility Commission, **SBC-ASI/8-STATE** will provide CLEC with sixty (60) calendar days notice that such Services will be grandfathered.

(2) In all other states, **SBC-ASI/8-STATE** may grandfather **SBC-ASI/8-STATE**'s Services with ninety (90) calendar days notice to CLEC that such Services will be grandfathered.

E. CLEC will handle all questions from CLEC's Customers relating to the Services being resold.

F. Promotions, Pricing, Wholesale Discount

(1) In Kansas, Missouri, and Texas, **SBC-ASI/8-STATE** will offer promotions of ninety (90) calendar days or less to CLEC for resale at the promotional rate without a wholesale discount. In all other states, promotions of ninety (90) calendar days or less will not be available to the CLEC for resale.

(2) For promotions of more than ninety (90) calendar days, **SBC-ASI/8-STATE** will make the Services available at the avoided cost resale discount from the promotional rate.

(3) Pricing for the resale of **SBC-ASI/8-STATE**'s Services is set forth in Schedule A to this Agreement. Pricing in Schedule A is subject to change with thirty (30) calendar days notice to CLEC.

(4) Where applicable, the interim avoided cost resale discount will be:

State	Interim Avoided Cost Discount
Arkansas	14.5%
California	17%
Connecticut	25.4%
Kansas	21.6%
Missouri	19.2%
Nevada	18.05%
Oklahoma	19.8%
Texas	21.6%

These interim rates are subject to true up when the appropriate state Commission adopts a permanent avoided cost discount rate applying to **SBC-ASI/8-STATE's** Services. The avoided cost resale discount does not apply to the resale of DSL Transport Service that **SBC-ASI/8-STATE** sells to Internet Service Providers.

- (5) Where applicable, and subject to the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141, paragraphs 47-49 ("FCC Merger Conditions"), **SBC-ASI/8-STATE** will provide CLEC the promotional resale avoided cost discount at the rates set forth in the FCC Merger Conditions for the period specified therein on telecommunications services that **SBC-ASI/8-STATE** provides at retail to residential End User Customers who are not telecommunications carriers when CLEC resells such telecommunications services to residential End User Customers. Such provision of the promotional resale discount is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning the time period for offering the promotional resale avoided cost discount, the Merger Closing Date is October 8, 1999 and the commencement of the Offering Window Date was November 7, 1999.
- G. **SBC-ASI/8-STATE** will make available to CLEC for resale at the wholesale discount rate shown herein new Customer Service Contracts ("CSCs") that **SBC-ASI/8-STATE** sells to retail Customers. CLEC may resell new CSCs only to Customers similarly situated to **SBC-ASI/8-STATE's** retail CSC Customer.
- H. In the states of Kansas, Missouri and Texas, **SBC-ASI/8-STATE** will make available to CLEC for resale existing CSCs that **SBC-ASI/8-STATE** sells to retail Customers. CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a current retail or resold **SBC-ASI/8-STATE** Customer at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute grounds for collection of a termination liability. The following avoided cost resale discount will apply:

State	Existing, Non-Tariffed CSC	Existing Term/Volume Tariffed Contract
Kansas	5.0%	8.0%
Missouri	No Discount	No Discount
Texas	5.62%	8.04%

- I. In California, a CLEC may not assume Customer Specific Contracts ("CSC"). A CLEC may request a CSC that has the same terms and conditions as an SBC-ASI CSC to resell to a similarly situated customer. If a CLEC request to resell a CSC to an existing SBC-ASI customer, the CLEC shall not assume the CSC. Pursuant to the terms of the CSC, the End User shall be responsible for termination liability for the remainder of the CSC term. The CLEC may resell a new CSC that "mirrors" (e.g. all same terms and conditions including same end date) the old terminated CSC. In the case of reselling a new CSC's to a similarly situated End User, the 17% wholesale discount shall apply.
- J. Services are subject to resale under this Agreement only where such Services have been deployed by **SBC-ASI/8-STATE** and only where there is existing capacity on **SBC-ASI/8-STATE**'s deployed facilities to provide the Services.
- K. **SBC-ASI/8-STATE** will recognize CLEC as the Customer of record for all Services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

12. PRE-ORDERING AND ORDERING

- A. Non-DSL Service Orders. The procedures for placing an order to resell **SBC-ASI/8-STATE**'s non-DSL Services are addressed in section 20 (Ordering and Terminating Non-DSL Services).
- B. DSL Service Orders. The procedures for placing an order to resell **SBC-ASI/8-STATE**'s DSL Transport Service are addressed in section 25 (Ordering and Terminating DSL Transport Service) and section 26 (DSL Transport Operational Support Systems). **SBC-ASI/8-STATE** will provide non-discriminatory access to the same pre-ordering loop information available to **SBC-ASI/8-STATE**.

13. INSTALLATION

- A. **SBC-ASI/8-STATE** will provide CLEC with an installation date for the Service. Subject to subsection C below, no deviations from the installation date shall occur without the approval of **SBC-ASI/8-STATE**. **SBC-ASI/8-STATE** will provide installation of Service to CLEC within due date intervals that are at least equal to that provided to **SBC-ASI/8-STATE** retail Customers for services where no installation of facilities is required on **SBC-ASI/8-STATE**'s side of the demarcation point.

- B. Installation of the Service may require the installation of certain equipment and facilities on **SBC-ASI/8-STATE**'s side of the demarcation. Consistent with the availability of such equipment and facilities, installation of the Services shall be established by **SBC-ASI/8-STATE** as provided in subsection A above. Installation shall be deemed to have occurred on the date when the Services are provided.
- C. If installation is delayed due to changes not initiated by **SBC-ASI/8-STATE**, for example, the acts or omissions of CLEC, CLEC's Customer or a contractor, or due to any force majeure occurrence, **SBC-ASI/8-STATE** shall have the right to extend installation for a reasonable period of time at least equal to the period of such delay. Any delays in installation must be communicated as soon as practical between the Parties.
- D. Provision of the Service is subject to the availability and operational limitations of the requisite equipment and associated facilities and the connectivity being established to the CLEC's network.
- E. If the Service requires use of Customer Equipment, such Customer Equipment must be compatible with **SBC-ASI/8-STATE**'s equipment and facilities and must conform to industry standards and specifications as outlined in this Agreement.
- F. CLEC shall ensure the continuing compatibility of Customer Equipment. CLEC shall be responsible for the installation, operation and maintenance of Customer Equipment. No combination of Customer Equipment shall: require change in or alteration of the equipment or the Services; cause electrical hazards to **SBC-ASI/8-STATE**'s personnel or damage to **SBC-ASI/8-STATE**'s equipment; or cause degradation of the Service to persons other than the user of the subject terminal equipment or communications system. Upon notice from **SBC-ASI/8-STATE** that Customer Equipment is causing such hazard, damage, malfunction or degradation of the Service, CLEC shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service. **SBC-ASI/8-STATE** may disconnect or take off line any Customer Equipment that is degrading Service where CLEC is not responding in a reasonable amount of time to remove or prevent such hazards, damage, and function or degradation of Service.
- G. **SBC-ASI/8-STATE** may subcontract any portion of the Services to be performed without notice to and prior approval of CLEC.
- H. The Services shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:
 - (1) The use of the Service, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or

- (2) The use of the Service in such a manner as to interfere unreasonably with the use of Services by one (1) or more other SBC-ASI/8-STATE Customers. When such use occurs, **SBC-ASI/8-STATE** may terminate the Services being used in an abusive manner with no liability, and CLEC shall indemnify, defend and hold harmless the **SBC-ASI/8-STATE** from and against any claim, loss or damage arising out of such use.
- I. **SBC-ASI/8-STATE** may make changes in its services, equipment, operations or procedures, including those related to the Service, where such action is not inconsistent with the proper operation of the Service. If any such change can be reasonably expected to render any of the CLEC equipment incompatible or otherwise materially affect its use or performance, CLEC will be provided written notice in advance of the change.
- J. CLEC shall reimburse **SBC-ASI/8-STATE** for damages to **SBC-ASI/8-STATE** facilities used to provide the Services caused by the negligence or willful act of CLEC or CLEC's Customer or resulting from CLEC's or CLEC's Customer's improper use of **SBC-ASI/8-STATE** facilities, or due to the malfunction of any facilities or equipment provided by someone other than **SBC-ASI/8-STATE**. Upon agreement for reimbursement of damages, **SBC-ASI/8-STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-ASI/8-STATE** for damages to the extent of such payment.
- K. **SBC-ASI/8-STATE** will provide notice to CLEC of order completion within intervals that are at least equal to those provided for **SBC-ASI/8-STATE** retail Customers.
14. MAINTENANCE
- A. **SBC-ASI/8-STATE** will provide repair, maintenance, testing, and surveillance for all Services in accordance with this Agreement. **SBC-ASI/8-STATE** will provide maintenance for all Services resold by CLEC under this Agreement at levels equal to the maintenance provided by **SBC-ASI/8-STATE** in serving its Customers. Such maintenance requirements will include, but not limited to, those applicable to testing and network management. **SBC-ASI/8-STATE** reserves the right to temporarily suspend service during a maintenance window on any equipment. If **SBC-ASI/8-STATE** intends to use the maintenance window, **SBC-ASI/8-STATE** will give CLEC prior notice.
- B. Maintenance Applications
- (1) In ASI-West, and ASI-Central, CLEC and **SBC-ASI/8-STATE** agree to work together to implement the following electronic functions using the **SBC-ASI/8-STATE** trouble management system. This process may include for DSL Transport Services:

- (a) the ability to enter a new trouble ticket electronically; and
- (b) the ability to retrieve and track the current status trouble ticket.

- (2) In ASI-West, and ASI-Central, **SBC-ASI/8-STATE** agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within **SBC-ASI/8-STATE** and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.
- (3) In ASI-Northeast, CLEC and **SBC-ASI/8-STATE** agree to work together to implement a maintenance process using the ASI-Northeast trouble management system.

C. Repair Service Response

SBC-ASI/8-STATE will provide repair service that is at least equal in quality to that provided to **SBC-ASI/8-STATE** Retail Customers. Trouble calls from CLEC will receive response time and priorities that are at least equal to that of **SBC-ASI/8-STATE** Retail Customers.

D. Intercompany Communications

SBC-ASI/8-STATE will notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC Customer via e-mail or other reasonable method determined by **SBC-ASI/8-STATE**.

E. Misdirected Repair Calls

All CLEC Customers who misdirect repair calls to **SBC-ASI/8-STATE** will be directed to call the CLEC.

F. Repair Procedures

- (1) CLEC will refer repair calls to **SBC-ASI/8-STATE** by telephone or other applicable **SBC-ASI/8-STATE** interface. **SBC-ASI/8-STATE** will answer its telephone and begin taking information from CLEC at the same level of service as provided to **SBC-ASI/8-STATE**'s Retail Customers when calling regarding repairs.
- (2) **SBC-ASI/8-STATE** will make a best effort attempt to notify the CLEC of each missed repair commitment through a status call.
- (3) For purposes of this section, a Service is considered restored or a trouble resolved when the quality of the Service is equal to that provided before the outage or the trouble occurred.

- (4) It is expressly acknowledged that **SBC-ASI/8-STATE** Services may be purchased for utilization in conjunction with services provided by other providers (for example, DSL Transport may be purchased for use in conjunction with an ISP's internet access service), and **SBC-ASI/8-STATE** is not responsible for such services provided by other providers.

G. Escalation Procedures

SBC-ASI/8-STATE will provide CLEC with written escalation procedures for maintenance resolution.

H. Premises Visit Procedures

- (1) **SBC-ASI/8-STATE** maintenance service charges, when applicable, will be billed by **SBC-ASI/8-STATE** to CLEC, and not to CLEC's Customers. The rate table below reflects the applicable time-sensitive service charges:

REGULAR WORK HOURS		
INITIAL HALF HOUR - \$82.00		
SUBSEQUENT HALF HOURS/OR PARTIAL - \$50.00		
MINUTES		
0 - 30		82.00
31 - 60	1 HR	132.00
61 - 90		182.00
91 - 120	2 HR	232.00
121 - 150		282.00
151 - 180	3 HR	332.00
OVERTIME OR SATURDAY WORK HOURS		
INITIAL HALF HOUR - \$96.00		
SUBSEQUENT HALF HOURS/OR PARTIAL - \$64.00		
MINUTES		
0 - 30		96.00
31 - 60	1 HR	160.00
61 - 90		224.00
91 - 120	2 HR	288.00
121 - 150		352.00
151 - 180	3 HR	416.00

SUNDAY OR HOLIDAY WORK HOURS		
INITIAL HALF HOUR - \$110.00		
SUBSEQUENT HALF HOURS/OR PARTIAL - \$78.00		
MINUTES		
0 - 30		110.00
31 - 60	1 HR	188.00
61 - 90		266.00
91 - 120	2 HR	344.00
121 - 150		422.00
151 - 180	3 HR	500.00

- (2) Dispatching of SBC-ASI/8-STATE technicians to CLEC Customer premises shall be accomplished by SBC-ASI/8-STATE pursuant to a request received from CLEC and CLEC shall pay \$150 for such dispatch relating to truck rolls for failed customer self installations ("CSI") or maintenance due to trouble caused by CLEC or CLEC's Customer.
- (3) If a trouble cannot be cleared without access to CLEC's Customer's premises and CLEC's Customer is not available, the SBC-ASI/8-STATE technician will leave at the CLEC's Customer's premises a "no access" card requesting the Customer to call CLEC for rescheduling of repair, and CLEC shall pay for such dispatch.

INTERCONNECTION

15. GENERAL PROVISIONS

- A. CLEC may interconnect its network to **SBC-ASI/8-STATE**'s network for the transmission and routing of telephone exchange and exchange access at any technically feasible point in **SBC-ASI/8-STATE**'s network to the extent required by applicable law, including the ASCENT Decision and the D.C. Circuit Court of Appeals decision in *Worldcom, Inc. v. FCC*, No. 00-1002 (D.C. Cir., April 20, 2001). In such cases, **SBC-ASI/8-STATE** will provide interconnection to CLEC that is at least equal in quality to that provided by **SBC-ASI/8-STATE** to itself or to any telecommunications provider to which **SBC-ASI/8-STATE** provides interconnection.
- B. Notice of Network Changes. **SBC-ASI/8-STATE** agrees to provide reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using **SBC-ASI/8-STATE**'s network, as well as of any other changes that would affect the interoperability of **SBC-ASI/8-STATE**'s network. This Agreement is not intended to limit **SBC-ASI/8-STATE**'s

ability to upgrade and maintain its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are consistent with **SBC-ASI/8-STATE**'s obligations to CLEC under the terms of this Agreement.

- C. If either Party changes the methods by which it routes traffic within its network, it will afford the other Party the opportunity to route its traffic in the same manner for purposes of interconnection.
- D. The CLEC will be responsible for forecasting all interconnections between the two (2) networks. **SBC-ASI/8-STATE** will be responsible for servicing the interconnection service provided by **SBC-ASI/8-STATE**.
- E. **SBC-ASI/8-STATE** supports the industry standards for interconnection. For ATM Service, the interface specification between networks will comply with Broadband Inter-Carrier Interface ("B-ICI"). B-ICI is a standard interface that has been chosen by both ITU-T and ATM Forum for interconnecting two (2) different public ATM networks and to support user services across multiple public carriers. The B-ICI will support inter-carrier connections based on PVCs. The physical layer of the interface is based on the CCITT-defined Network-to-Network Interface ("NNI"). For Frame Relay Service ("FRS"), the network interconnection will comply with the specifications from the Frame Relay Forum. The facilities to connect the CLEC's port to **SBC-ASI/8-STATE**'s port must be the same speed as the port.

16. INTERCONNECTION CONFIGURATIONS

A. ATM Logical Provisioning over the Interconnection

ATM uses logical connections or software-defined connections between end points in the network called Permanent Virtual Connections ("PVCs"). ATM has three (3) categories of services associated with the PVCs:

- (1) Unspecified Bit Rate ("UBR"). UBR is a "best effort" class of service for critical, delay-tolerant applications.
- (2) Variable Bit Rate-Non Real Time ("VBR-NRT"). VBR-NRT is used for designed or bursty data traffic (like email, file transfer, local area network ["LAN"]-to-LAN interconnection). **SBC-ASI/8-STATE** allows for subscription rate of the logical connections up to 100% of the port bandwidth.
- (3) Constant Bit Rate ("CBR"). CBR carries the highest rating for applications that are real-time and delay-sensitive, like voice and video. **SBC-ASI/8-STATE** allows for subscription rate of the logical connections up to 100% of the bandwidth.

B. Physical Interconnection with CLEC's Facilities

SBC-ASI/8-STATE will interconnect with CLEC's facilities as follows: In each **SBC-ASI/8-STATE** territory in which CLEC offers local exchange service, the Parties will interconnect their network facilities at a minimum of one (1) mutually agreeable point of interconnection ("POI"). The POI will be established as the connection point into the **SBC-ASI/8-STATE** network. Each Party will be responsible for providing necessary equipment and facilities.

C. ATM B-ICI

(1) The interconnection between **SBC-ASI/8-STATE** and CLEC can occur at any mutually agreeable, economically and technically feasible point. For ASI-Central, ASI-Northeast and California, this interconnection will be either on DS1, DS3, or OC3 facility depending on the technology being utilized. For Nevada, this interconnection will be either on DS1 or DS3 facility depending on the technology being utilized.

(a) Interconnection Design One: B-ICI Connection. CLEC will purchase transport and interconnection from **SBC-ASI/8-STATE**. **SBC-ASI/8-STATE** will terminate the interconnection to the CLEC's termination point. The POI shall be designated as the Circuit Facility Assignment ("CFA") point. CLEC must have some POI available for **SBC-ASI/8-STATE** to connect into. **SBC-ASI/8-STATE** will not be responsible for building out facilities or extra charges associated with interconnection for CLEC. Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI.

(b) Interconnection Design Two: Network Gateway Interface ("NGI") Connection. CLEC may interconnect through an NGI connection. CLEC will provide transport into **SBC-ASI/8-STATE** facility. CLEC will either purchase/lease access or use its own access to interconnect with **SBC-ASI/8-STATE**. The CLEC will be responsible for any cost associated with delivering the access facility to **SBC-ASI/8-STATE**'s demarcation point. The POI shall be designated as the Demarcation Point. **SBC-ASI/8-STATE** will have a specified location for entry. **SBC-ASI/8-STATE** will provide the appropriate CFA information to the CLEC. Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI.

D. FRAME RELAY-NNI

(1) **SBC-ASI/8-STATE**'s FRS adheres to industry standards. The NNI protocol is used to propagate status information between the network switching elements. It is also used to detect link and device failures.

- (2) The available bandwidth of the NNI Port will be either DS1 or DS3, except in Nevada where the available bandwidth is DS1 only.
- (3) **SBC-ASI/8-STATE** will allow CLEC to provision the NNI connection to 200% over-subscription as it pertains to the amount of traffic being forced over the network. There is also a physical limit, depending on switch type, on the amount of PVCs that can be subscribed per port.
- (4) Except in Nevada and except as otherwise provided in Sections 21 and 22, **SBC-ASI/8-STATE** has the capability of Frame Relay-to-ATM Inter-working. Depending on the traffic type, CLEC may decide to buy ATM connections from **SBC-ASI/8-STATE**. CLEC can still put Frame Relay traffic over the interconnection as long as CLEC subscribes to Frame Relay-to-ATM Inter-working on CLEC's switch.

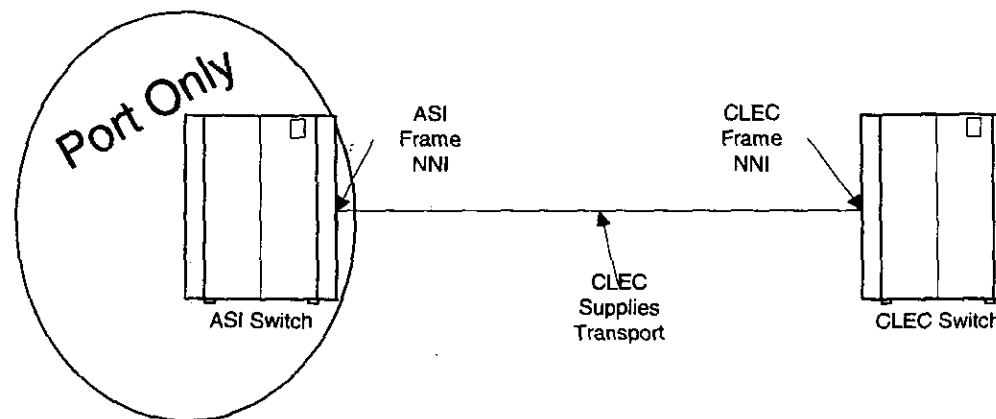
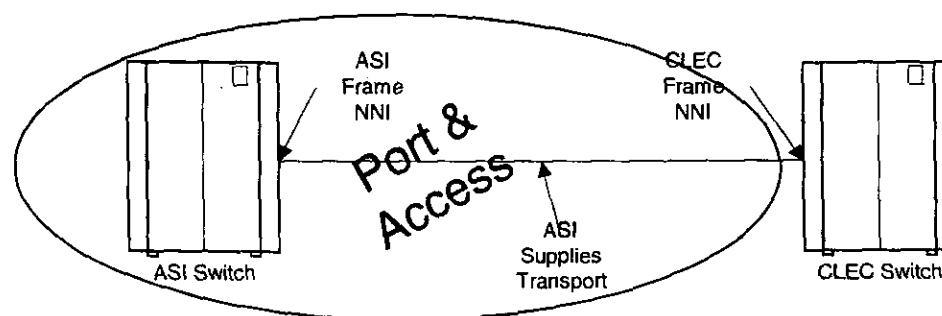
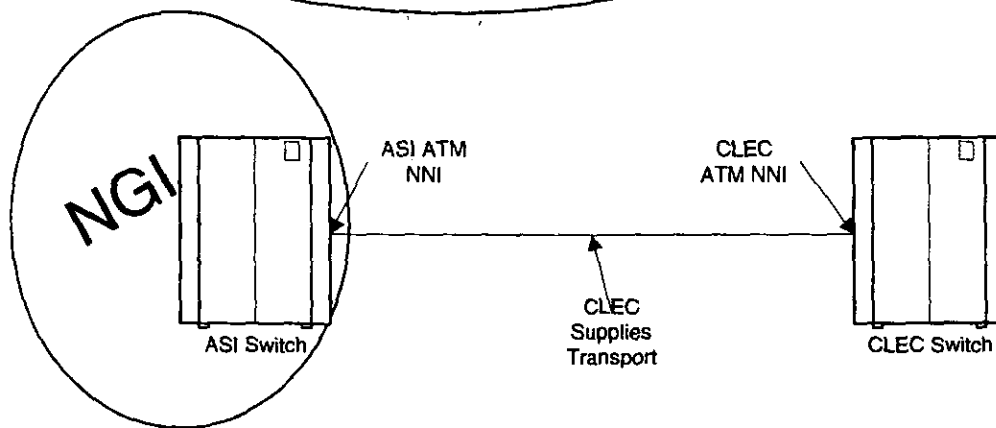
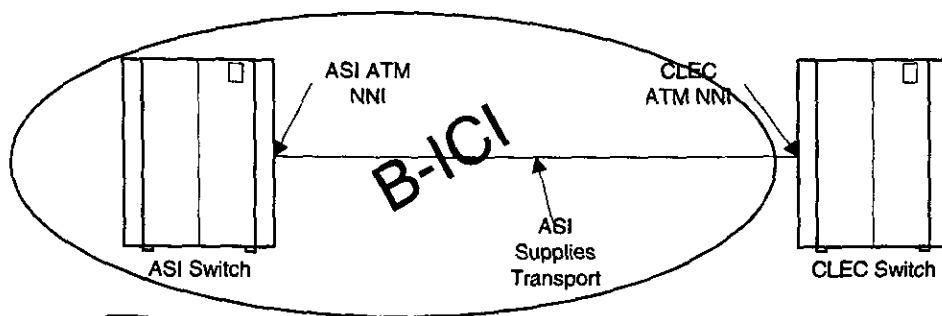
E. INTERCONNECTION PLANNING

The Parties will mutually agree upon the precise terms of each interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

- (1) The CLEC location may include multiplexing and facilities required to take the handoff from **SBC-ASI/8-STATE** for interconnection facilities as outlined in this Agreement.
- (2) In all network designs, CLEC and **SBC-ASI/8-STATE** will mutually agree on the capacity of the termination to be utilized. The capacity will be based on the request from the CLEC.
- (3) If CLEC seeks to interconnect with **SBC-ASI/8-STATE**'s network for the purpose of exchanging local traffic between the Parties' networks, using any other configuration or at any other technically feasible point in **SBC-ASI/8-STATE**'s network, the Parties shall negotiate the terms and conditions for such interconnection.

17. INTERCONNECTION DIAGRAMS

This section provides diagrams describing the general connection requirements for CLEC to interconnect any CLEC-provided facility with **SBC-ASI/8-STATE**'s facilities. The diagrams in this section, which are not necessarily all inclusive, depict different interconnection scenarios. Any figures or schematics are for convenience of reference only and in no way modify the terms and conditions of this Agreement or commit **SBC-ASI/8-STATE** to interconnect in a specific way.



TERMS APPLYING TO ALL NON-DSL ADVANCED SERVICES18. **DESCRIPTION OF NON-DSL SERVICES**

A. As indicated herein, **SBC-ASI/8-STATE** will make the following Non-DSL Services available for resale within its affiliated ILEC's service territory in all 8 states.

(1) **Asynchronous Transfer Mode Cell Relay Service ("ATM CRS")** is a cell-based, broadband communication technology using 53-byte cells to transport data, video traffic and, when available, voice. ATM CRS switching provides a flexible way to handle bursty traffic, combining the statistical efficiencies of packet switching with the low delays of circuit switching. ATM CRS offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of services.

(2) **Frame Relay Service ("FRS")** is a transport service that facilitates the exchange of Customer data in variable length information units, frames or packets between End User connections by way of assigned virtual connections. Based on American National Standards Institute ("ANSI") and Consultative Committee for International Telephony and Telegraph ("CCITT") standards for FRS, each frame is passed to the FRS network with an address that specifies the virtual connections. FRS is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other services. FRS allows End Users to share network resources.

B. **Native LAN Plus** is a fiber-based service transported over ATM CRS. Native LAN Plus supports both point-to-point and multipoint configurations for Ethernet-to-Ethernet LAN connections at 100 MBPS. **SBC-ASI/8-STATE** will make Native LAN Plus available for resale within its affiliated ILEC's service territory only in ASI-Central and California.

C. **Broadband Educational Videoconferencing Services ("BEVS")** is a fiber-based service providing full motion quality video and audio arrangements for point-to-point, and broadcast conferences, and interconnectivity to private networks pursuant to the terms and conditions, including pricing, contained in SBC-ASI's General Exchange Tariff. **SBC-ASI/8-STATE** will make BEVS available for resale within its affiliated ILEC's service territory only in Kansas and Texas.

D. **Telecommunications Service Priority ("TSP")** for National Security Emergency Preparedness which is applicable in conjunction with the intrastate services provided or made available pursuant to the terms and conditions, including pricing, contained in SBC-ASI's General Exchange Tariff. **SBC-ASI/8-STATE** will make TSP available for release within its affiliated ILEC's service territory only in Texas.

19. PRICES, MOVES, ADDS AND CHANGES RELATING TO NON-DSL SERVICESA. Prices

- (1) Retail prices for Non-DSL Services are listed in Schedule A attached to this Agreement. Nonrecurring charges ("NRCs") will apply as set forth in Schedule A. The prices do not include any independent company or inter-exchange carrier charges, intrabuilding network cable, simple inside wire, repair services for such cable and wire or wiring associated with Customer Equipment. The prices also do not include FCC or other mandated surcharges which will be billed on a monthly basis.
- (2) Schedule A is subject to change with thirty (30) calendar days notice to CLEC. In addition, the prices are subject to change based on any legislative, regulatory or judicial determination as set forth in the Intervening Law provision of this Agreement. Should prices increase due to any specific applicable order of the FCC or any specific applicable governmental regulatory authority, then the Parties will implement the provisions of Section 1F (Intervening Law) of this Agreement.
- (3) CLEC may request that month-to-month Service be converted to a Term Pricing Plan ("TPP") (called Optional Payment Plan ["OPP"] in ASI-Northeast.) If CLEC requests that Service provided under a TPP be converted to month-to-month, the request will be treated as a termination of service and termination charges will apply.

B. Moves

- (1) A move involves a change in the physical location of (1) the point of termination at the CLEC's Customer's premises or (2) the CLEC's Customer's premises. The charges for the move depend on whether the move is to a new location within the same building or to a different building.
 - (a) Moves within the same building - The charge will be an amount equal to one half of the non-recurring charges, i.e., installation charges, and all associated special construction and material charges for Service. There will be no change in TPP term requirements.
 - (b) Moves to a different building - Moves to a different building will incur all associated non-recurring and special construction and material charges. There will be no change in TPP term requirements.
- (2) If an order to move Service provided under a TPP to a particular Customer does not meet one (1) or more of the conditions described below, it will be treated as a discontinuance of Service and the establishment of new Service and termination charges will apply. Except as noted, the monthly prices for the new Service will

be those in effect at the time Service is moved. All non-recurring charges associated with the establishment of the new Service will apply.

- (a) For moves or changes at the same transmission speed, CLEC may move Service for a particular Customer to a new location for that Customer, or move and change Service for that Customer to another **SBC-ASI/8-STATE** Service without incurring termination charges provided all of the following conditions are met:
- 1) The new Service is provided solely by **SBC-ASI/8-STATE** on a resold basis to CLEC.
 - 2) CLEC's request to disconnect Service and request for new Service are received at the same time.
 - 3) The due date of the new connect order must be within one hundred twenty (120) calendar days after the due date of the disconnect order.
 - 4) The new Service has a transmission speed equal to or greater than the transmission speed of Service.
 - 5) For PVCs, the move must be associated with the move of one (1) or more associated interfaces.
 - 6) For Services provided using DS3 or above, the new Service establishes a new TPP equal to or greater than the original TPP at the former location.
 - 7) For other **SBC-ASI/8-STATE** services, the total monthly price of the new Service is equal to or greater than the total monthly price of Service.
 - 8) All non-recurring charges and special construction charges will apply.
- (b) For moves involving upgrades in transmission speed, CLEC may move Service provided for a particular Customer to a new location for that Customer and upgrade to a higher transmission speed, or move and upgrade to another higher speed **SBC-ASI/8-STATE** Service for that Customer without incurring termination charges provided all of the following conditions are met:
- 1) The new Service is provided solely by **SBC-ASI/8-STATE** on a resold basis to CLEC.
 - 2) CLEC's requests to disconnect Service and request for new Service are received at the same time.
 - 3) The due date of the new connect order must be within one hundred twenty (120) calendar days of the due date of the disconnect order.
 - 4) The new Service has a transmission speed greater than the transmission speed of Service.
 - 5) For PVCs, the move must be associated with the move of one (1) or more associated ports.

- 6) For Services at a higher transmission speed, the new Service establishes a new ATM Service TPP effective on the Service date.
- 7) For other **SBC-ASI/8-STATE** services, the total monthly price of the new Service is equal to or greater than the total monthly price of the existing Service being discontinued.
- 8) All non-recurring charges and special construction charges will apply.

C. Adds, Changes, and Disconnects

- (1) CLEC may upgrade Service provided for a particular CLEC Customer location to a higher transmission speed or to another **SBC-ASI/8-STATE** service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:
 - (a) The new Service is provided solely by **SBC-ASI/8-STATE** on a resold basis to CLEC.
 - (b) The new Service is provided to the same CLEC Customer location.
 - (c) For PVCs, the new Service must be provided between the same two locations.
 - (d) The CLEC's request to disconnect Service and request for new Service are received at the same time.
 - (e) The CLEC's disconnect order references the connect order for the new Service.
 - (f) For Services at a higher transmission speed, the new ATM Service must establish a new TPP effective on the Service date.
 - (g) For other **SBC-ASI/8-STATE** Services at equal or greater transmission speed, the total monthly price of the new Service is equal to or greater than the total monthly price of Service.
 - (h) All non-recurring charges and special construction charges will apply.
- (2) If **SBC-ASI/8-STATE** determines that additional equipment and facilities (such as outside plant, cable, capacity or memory) are required; or (2) CLEC requests additional service or features which are not included in this Agreement; or (3) CLEC requests a transition of Service to new or alternate technologies offered by **SBC-ASI/8-STATE**, or (4) substantial change in regulatory policy occurs causing a reduction in Service and such reduction of Service is not caused, in whole or in part, by CLEC's acquisition of equivalent services from other telecommunications service providers, or (5) due to the changing telecommunications market, regulatory changes occur which have a material effect on Service, **SBC-ASI/8-STATE** may perform a financial study to determine the price(s) for the requested service and, if appropriate, the Parties shall execute an amendment to this

Agreement reflecting the additional or changed service and the agreed upon price(s).

- (3) Disconnects against an ATM connection that carries DSL Transport traffic must be associated with first moving or removing the DSL Transport traffic.

20. ORDERING AND TERMINATING NON-DSL SERVICES

A. Ordering Non-DSL Services

- (1) ASI-Central and ASI-West: CLEC must submit an ASR to the SBC Access Service Center ("ASC"). The ASC will then coordinate the ordering process with **SBC-ASI/8-STATE**.
- (2) ASI-Northeast: CLEC must submit a Local Service Request ("LSR") to SNET LEC-C. The LEC-C will provide CLEC confirmed due dates and relevant provisioning details in a service delivery schedule.
- (3) **SBC-ASI/8-STATE** will provide a toll-free number to make an inquiry regarding ordering and provisioning Non-DSL Services. This inquiry will be available Monday through Friday 8:00 a.m. to 5:00 p.m. eastern time. **SBC-ASI/8-STATE** will provide the same provisioning coverage for CLEC's Customers as **SBC-ASI/8-STATE** provides to its own Customers.

B. Terminating Non-DSL Services

Subject to the provisions in section 1D of this Agreement, CLEC may terminate a TPP or disconnect, in whole or in part, Service without cause. If this occurs during the initial term of the TPP, **SBC-ASI/8-STATE** will compute the termination charges and render a bill to CLEC, which CLEC agrees to pay within thirty (30) calendar days according to the following:

50% of the monthly price for each Service disconnected	X	The number of months remaining in the term of the applicable TPP.
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The termination charge applies to each Service disconnected or, in the case of cancellation of the TPP, to each Service included in the canceled TPP.

It is CLEC's responsibility to give **SBC-ASI/8-STATE** notice of the intent to terminate a TPP. Month-to-month prices will apply for a period of one (1) month from the date **SBC-ASI/8-STATE** receives the termination notice or until the requested termination date, whichever period is longer. These charges will apply during this period whether or not CLEC continues to use Service.

TERMS APPLYING TO DSL TRANSPORT SERVICES**21. GENERAL PROVISIONS APPLYING TO DSL TRANSPORT SERVICES**

Subject to the provisions in section 11 and Schedule A of this Agreement:

- A. As indicated herein, **SBC-ASI/8-STATE** will make its DSL Transport Services available for resale to CLEC within its affiliated ILEC's service territory in the state where DSL Transport Service is provided.
- B. **SBC-ASI/8-STATE** will offer DSL Transport Service, as defined in section 22A, via a line sharing arrangement (High Frequency Portion of the Line - HFPL) over a SBC ILEC-provided (non-resold, non-UNE-P) retail POTS line.
- C. **SBC-ASI/8-STATE** will offer DSL Transport Service in the green zone (0-12,000 ft). **SBC-ASI/8-STATE** will make its Service offering available, where technically feasible, up to 14,000 ft. based on information available from **SBC-ASI/8-STATE**'s pre-qualification process. **SBC-ASI/8-STATE** is not required to offer service beyond the green zone, except when CLEC resells the same Service to an existing **SBC-ASI/8-STATE** DSL Transport Customer.
- D. CLEC is required to have connectivity to **SBC-ASI/8-STATE**'s ATM network (either through CLEC's own NNI network or via resale of **SBC-ASI/8-STATE**'s ATM service) in each LATA CLEC chooses to provide DSL Transport Service. CLEC must have the logical ATM inventory loaded in **SBC-ASI/8-STATE**'s database.

22. DESCRIPTION OF DSL TRANSPORT SERVICE

- A. For the purposes of this Agreement, DSL Transport Service is defined as an asymmetrical DSL connection, with speeds ranging from 384 Kbps to 6.0 Mbps downstream (End User's modem must synchronize at 384 Kbps Downstream to attain the minimum speed of 384 Kbps) and Upstream speeds ranging from 128 Kbps to 384 Kbps. The "Upstream" speeds represent connection speeds in kilobits per second ("Kbps") from the network interface device ("NID") at the End User's premises to the DSLAM (or to the remote terminal where a remote terminal has been installed) of **SBC-ASI/8-STATE**, its vendors or its affiliates; while the "Downstream" speeds represent connection speeds in Kbps or megabits per second ("Mbps"), from the DSLAM (or from the remote terminal where a remote terminal has been installed) of **SBC-ASI/8-STATE**, its vendors or its affiliates to the NID at the End User's premises. For purposes of DSL Transport to ISPs, an "End User" is the ISP's customer. Except for RLAN business customers, **SBC-ASI/8-STATE** does not offer DSL Transport as a retail service to End Users.

- B. Beginning June 29, 2001, in ASI-West and ASI-Central, SBC-ASI intends to offer up to five (5) packages of DSL Transport, each with different connection speeds as outlined in the table below. CLEC may begin ordering these five (5) DSL Transport speeds for resale in ASI-West and ASI-Central on June 29, 2001. SBC-ASI expects to offer these five (5) speeds in ASI-Northeast sometime in the Fall of 2001.

DSL Transport Speeds

<u>Name</u>	<u>Speed (Download/Upload)</u>
<u>Basic</u>	<u>384 Kbps – 768 Kbps / 128 Kbps</u>
<u>Basic +</u>	<u>768 Kbps – 1.5 Mbps / 128 Kbps</u>
<u>Symmetric</u>	<u>384 Kbps / 384 Kbps</u>
<u>Premium</u>	<u>1.5 Mbps – 4 Mbps/384 Kbps</u>
<u>Premium +</u>	<u>4 Mbps – 6 Mbps/384 Kbps</u>

- C. **SBC-ASI/8-STATE** provides only UBR service. Traffic Discard Priority does not apply.
- D. At this time, **SBC-ASI/8-STATE** does not support multiple PVCs over a single loop.
- E. CLEC's DSL Transport Service will be provisioned via a virtual session on the line to the location of CLEC's Customer or CLEC's Customer's End User. **SBC-ASI/8-STATE** will retain ownership of overall connection. **SBC-ASI/8-STATE** may place special equipment within **SBC-ASI/8-STATE**'s DSL and ATM network, which allows the provisioning and management of multiple applications on each DSL Transport Service line.
- F. CLEC's ISP interface to **SBC-ASI/8-STATE**'s network for DSL Transport Service is contemplated to be provided via Layer 2 Tunneling Protocol ("L2TP") through an ATM connection. CLEC agrees to provide equipment on its side of the network capable of receiving L2TP. CLEC shall also have the option to interface with **SBC-ASI/8-STATE**'s network via Point-to-Point Protocol Terminated Aggregation ("PTA"), where made available by **SBC-ASI/8-STATE**. Within a geographic region and where available, CLEC may interface to **SBC-ASI/8-STATE**'s network using either L2TP or PTA, but not both. PTA shall be provided at an additional charge to be established by **SBC-ASI/8-STATE**. Upon **SBC-ASI/8-STATE**'s deployment of L2TP, each new DSL Transport Service ordered by CLEC shall be installed with L2TP.
- G. **SBC-ASI/8-STATE** and CLEC shall work cooperatively to establish a mutually acceptable schedule for the migration of existing End Users (if required) to L2TP. If the Parties are unable to agree upon a mutually acceptable migration schedule, **SBC-ASI/8-STATE** may establish a timetable and a process for the migration of such End Users. If **SBC-ASI/8-STATE** establishes a timetable and process and if CLEC fails to migrate to L2TP pursuant to the **SBC-ASI/8-STATE** timetable and process, **SBC-**

ASI/8-STATE may, at its option, cease providing DSL Transport Service to any affected location.

- H. At such time as CLEC's interface to **SBC-ASI/8-STATE**'s network is provided via L2TP, CLEC will receive connectivity for DSL Transport Service via Point to Point Protocol ("PPP") using a virtual connection. The standard PPP protocol shall be PPP over Ethernet ("PPPoE").
- I. **SBC-ASI/8-STATE** may, at its own discretion, provision other applications on the same line that is carrying CLEC's virtual session to the End User location and may fully market such applications and related services.
- J. Remote Local Area Network ("RLAN") service is a DSL Transport Service provided to non-ISP business Customers. RLAN service requires an ATM connection to the **SBC-ASI/8-STATE** ATM network that terminates to the business Customer's location and cannot be provided to an ISP for Internet access. All DSL Transport ordered under this arrangement must be mapped to the ATM transport terminating into the **SBC-ASI/8-STATE** ATM network.

23. CLEC-PROVIDED CPE

- A. **SBC-ASI/8-STATE** shall deploy DSLAMs which are compatible with industry standards and shall provide CLEC with technical data, specifications and other information sufficient to allow CLEC to meet its obligation to select DSL modems, Network Interface Cards, splitters or other CPE compatible with industry standards which is necessary for CLEC's Customers to use DSL Transport Services purchased from **SBC-ASI/8-STATE**.

24. CLEC RESPONSIBILITIES

- A. CLEC Support. CLEC will be responsible for providing "Tier 1" technical support to its Customers in connection with any DSL Transport Services it purchases from **SBC-ASI/8-STATE** hereunder. Tier 1 technical support includes activities such as Customer contact, installation support and trouble ticketing. **SBC-ASI/8-STATE** will provide "Tier 2" technical support directly to CLEC, which CLEC may utilize to obtain information with which to provide support for its Customers. In connection with the provision of such Tier 2 support, **SBC-ASI/8-STATE** shall also provide CLEC with access to any additional technical cooperation services that **SBC-ASI/8-STATE** may establish or provide to other CLECs to enhance the deployment of DSL Transport Services (e.g., help-desk coordination, or access to new technologies that will help accelerate the deployment of DSL Transport Service).
- B. Backhaul Transport. CLEC acknowledges that it is responsible for obtaining the facilities or services for the backhaul of data to CLEC's operational data centers.

25. ORDERING AND TERMINATING DSL TRANSPORT SERVICEA. Ordering DSL Transport Service.

- (1) Electronic Order Processing. Except in ASI-Northeast, CLEC may issue a new order to resell SBC-ASI/8-STATE's DSL Transport Service through the electronic process described in section 26 (DSL Operational Support Systems).
- (2) In all SBC-ASI/8-STATE regions, CLEC will determine whether its Customer's loop is "Loop Qualified" per SBC-ASI/8-STATE standards (i.e., whether the CLEC's Customer's telephone line is able to support DSL Transport Service), and if so, place an order for DSL Transport Service with SBC-ASI/8-STATE. SBC-ASI/8-STATE will provide a process for receiving orders. CLEC shall be responsible for ensuring the accurate transmittal of (1) information regarding CLEC's Customers to SBC-ASI/8-STATE (except for such CLEC Customer's Loop Qualified status), and (2) the CLEC internet connectivity address information required to direct the DSL Transport Service to CLEC's internet connection.
- (3) Once SBC-ASI/8-STATE receives an order from CLEC in accordance with the above provisions, SBC-ASI/8-STATE shall then be responsible for taking all of the necessary steps to provide such CLEC Customer with the DSL Transport Service ordered by CLEC. In the event the DSL Transport Service cannot be made to function within SBC-ASI/8-STATE's current operational guidelines, the CLEC will be notified and the order will be cancelled, with no liability to SBC-ASI/8-STATE.
- (4) When CLEC places an order, SBC-ASI/8-STATE will specify a Due Date ("DD") based on force availability or standard interval, as applicable. In the event a DD other than that specified is requested by the CLEC Customer, CLEC will contact SBC-ASI/8-STATE and the Parties will negotiate a DD based on that request. SBC-ASI/8-STATE will not complete the order prior to the DD or later than the DD without notification to the CLEC.
- (5) CLEC and SBC-ASI/8-STATE will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SBC-ASI/8-STATE will notify CLEC of any modifications to these contacts within one (1) week of such modifications.
- (6) SBC-ASI/8-STATE will direct CLEC Customers to contact CLEC if CLEC's Customer requests a change in service at the time of installation.

- (7) SBC-ASI/8-STATE will provide CLEC with the same provisioning intervals and procedures for DSL Transport Services that it provides to SBC-ASI/8-STATE Customers.

B. Terminating DSL Transport Service.

- (1) **SBC-ASI/8-STATE** will not initiate any CLEC Customer-requested disconnection or rearrangement of Services unless directed by CLEC. CLEC will be responsible for sending the appropriate disconnect order to **SBC-ASI/8-STATE** for any DSL Transport Service that it wishes to cancel.
- (2) Upon receipt of a disconnect order issued by CLEC, **SBC-ASI/8-STATE** will discontinue the provision of the DSL Transport Services to the CLEC's Customer pursuant to the instructions in the disconnect order. **SBC-ASI/8-STATE** will cease to charge CLEC for the provision of the particular DSL Transport Service upon processing the disconnect order.
- (3) In the event that a CLEC's Customer instructs **SBC-ASI/8-STATE** not to complete an installation of DSL Transport Service at the CLEC's Customer location and **SBC-ASI/8-STATE** is thereby prevented from installing DSL Transport Service, **SBC-ASI/8-STATE** will provide notice to CLEC. CLEC will have ten (10) business days from the date of the notice to secure CLEC's Customer's permission for **SBC-ASI/8-STATE** to perform work at that location and to notify **SBC-ASI/8-STATE** in writing that it has obtained the necessary permission from CLEC's Customer. If CLEC does not notify **SBC-ASI/8-STATE** of such permission within that ten (10) business day period, **SBC-ASI/8-STATE** will cancel the order with no liability to **SBC-ASI/8-STATE**. After cancellation, any order for DSL Transport Service for the same CLEC Customer location will be treated as a new order.
- (4) After DSL Transport Service has been installed, if, for reasons beyond the control of **SBC-ASI/8-STATE**, conditions in the ILEC loop facilities change causing the DSL Transport Service to become inoperable, **SBC-ASI/8-STATE** will disconnect the inoperable Service with no liability to **SBC-ASI/8-STATE**.

C. Misdirected Calls.

During **SBC-ASI/8-STATE**'s normal business hours, for all misdirected calls to **SBC-ASI/8-STATE** from CLEC's Customers, CLEC's Customers will be directed to call their DSL provider. To the extent **SBC-ASI/8-STATE** procedures change such that CLEC Customers become identifiable, such CLEC Customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer to a **SBC-ASI/8-STATE** designated number all misdirected calls that CLEC receives from **SBC-ASI/8-STATE** Customers. CLEC and **SBC-ASI/8-STATE** will agree on the scripts to be used for this purpose.

26. DSL TRANSPORT OPERATIONAL SUPPORT SYSTEMS ("OSS")

- A. **SBC-ASI/8-STATE** will provide current ordering specifications for DSL Transport Service and all Customer data required by **SBC-ASI/8-STATE** from CLEC to provision these Services. **SBC-ASI/8-STATE** ordering and provisioning processes require the CLEC to order DSL Transport Service and provide internet service details at the same time.
- B. **SBC-ASI/8-STATE** will provide a Single Point of Contact ("SPOC") per region for all of CLEC ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Services provided by **SBC-ASI/8-STATE** to CLEC. **SBC-ASI/8-STATE** will provide the same hours of provisioning coverage for CLEC Customers as **SBC-ASI/8-STATE** provides to its Customers.
- C. **SBC-ASI/8-STATE** will provide the following ordering and provisioning services to CLEC for Service orders:

ASI-Central	Monday-Friday 8 a.m. - 5:30 p.m. central
ASI-West	Monday-Friday 8 a.m. - 5:30 p.m. pacific
ASI Northeast	Monday-Friday 8 a.m. - 5 p.m. eastern

- D. **SBC-ASI/8-STATE** will endeavor to provide electronic systems on the following schedule:

ASI-Central	Monday-Saturday 7 a.m. - 11 p.m. central Sunday 10 a.m. - 8 p.m. central
ASI-West	Monday-Saturday 7 a.m. - 11 p.m. pacific Sunday 10 a.m. - 8 p.m. pacific

Notwithstanding the foregoing, the Parties recognize that there may be periods when systems are down due to unforeseen difficulties.

- E. **SBC-ASI/8-STATE** and CLEC will jointly establish interface contingency and disaster recovery plans for the ordering and provisioning of the DSL Transport Services.
- F. The following **SBC-ASI/8-STATE** Electronic Ordering Processes are currently available only for new orders in ASI-Central and ASI-West:
- (1) Complex Product Service Order System ("CPSOS"). CPSOS provides CLEC wishing to resell **SBC-ASI/8-STATE** DSL Transport Services with real-time loop qualification capability. Once a loop is qualified, CLEC may enter a request for **SBC-ASI/8-STATE** DSL Transport Service through CPSOS. CPSOS also provides CLEC with the capability to manage its outstanding orders and their rudimentary status.

- (2) **Batch Qualification and Batch Ordering.** Batch Qualification provides CLEC the ability to qualify bulk quantities of CLEC's Customers' TNs. CLEC must compile and transmit to a designated FTP site a list of Customer TNs. Batch Qualification will then process the list and ascertain whether the TNs qualify for **SBC-ASI/8-STATE** DSL Transport Service. Batch Ordering likewise processes a list of TNs and their corresponding service request parameters through **SBC-ASI/8-STATE** systems.

G. In ASI-Central and ASI-West, **SBC-ASI/8-STATE** will provide a manual ordering process to be used when CPSOS is not available.

27. FORECASTING

If CLEC desires to stimulate sales of DSL Transport Service in a particular area through special promotions or otherwise, CLEC shall provide **SBC-ASI/8-STATE** with at least sixty (60) calendar days prior written notice of this event and shall specify the forecasted volumes by central office. **SBC-ASI/8-STATE** will work with CLEC and use reasonable efforts to accommodate any such increase in anticipated demand, but CLEC recognizes that DSL Transport Service is dependent on availability of facilities and other regulatory, business and operating constraints. In the event such activities exhaust existing DSL equipment, **SBC-ASI/8-STATE** is not obligated to add additional equipment.

ANCILLARY FUNCTIONS

28. UNBUNDLED PACKET SWITCHING

- A. **SBC-ASI/8-STATE** will provide CLEC unbundled packet switching in situations in which **SBC-ASI/8-STATE** has placed its DSLAM in a remote terminal if all of the following conditions are satisfied:
- (1) **SBC-ASI/8-STATE** or its affiliated ILEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - (2) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer;
 - (3) **SBC-ASI/8-STATE**'s affiliated ILEC has not permitted CLEC to deploy a Digital Subscriber Line Access Multiplexer ("DSLAM") at the remote terminal, pedestal 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
 - (4) **SBC-ASI/8-STATE** has deployed packet switching capability for its own use.

- B. **SBC-ASI/8-STATE** will be relieved of this unbundling obligation if its permits CLEC to collocate CLEC's DSLAM in **SBC-ASI/8-STATE**'s remote terminal, on the same terms and conditions as apply to **SBC-ASI/8-STATE**'s own DSLAM.

29. COLLOCATION

- A. To the extent required by the ASCENT Decision, **SBC-ASI/8-STATE** will provide, on rates, terms, and conditions that are just, reasonable, nondiscriminatory, and in compliance with all applicable federal laws and regulations, physical collocation of equipment necessary for interconnection or, if applicable, access to unbundled packet switching network elements at premises owned by **SBC-ASI/8-STATE** or leased by **SBC-ASI/8-STATE** from any entity other than its affiliated ILEC. **SBC-ASI/8-STATE** will not provide collocation at premises where it is not practical to do so for technical reasons or because of space limitations.

30. TERMS APPLYING TO SBC-ASI/8-STATE OPERATIONAL SUPPORT SYSTEMS

A. CLEC Responsibilities.

- (1) When available, CLEC shall utilize **SBC-ASI/8-STATE**'s electronic interfaces, as described throughout this Agreement, only for the purposes of establishing and maintaining Resale Services through **SBC-ASI/8-STATE**'s Security Guidelines and OSS Policies detailed in this Agreement. Failure to comply with such Security Guidelines and OSS Policies may result in forfeiture of electronic access to OSS functionality.
- (2) CLEC shall be responsible for and indemnifies **SBC-ASI/8-STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-ASI/8-STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-ASI/8-STATE** for any and all damages caused by such unauthorized entry.
- (3) CLEC's access to **SBC-ASI/8-STATE**'s OSS will only be utilized to view Customer Proprietary Network Information ("CPNI") of another carrier's Customer where CLEC has obtained an authorization for release of CPNI from the Customer and has obtained an authorization to become the Customer's service provider. The authorization for release of CPNI must comply with all applicable state and federal statutes, rules, and regulations.
- (4) CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-ASI/8-STATE** harmless from any loss caused by CLEC's failure to obtain proper CPNI consent from Customer.

- (5) CLEC is responsible for all actions of its employees using any of **SBC-ASI/8-STATE's** OSS systems. CLEC agrees to pay all reasonable costs and expenses, including labor costs, incurred by **SBC-ASI/8-STATE** as a result of any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-ASI/8-STATE** to CLEC.
- (6) CLEC shall indemnify and hold **SBC-ASI/8-STATE** harmless against any claim made by a Customer of CLEC or other third parties against **SBC-ASI/8-STATE** caused by or related to CLEC's use of any **SBC-ASI/8-STATE** OSS.
- (7) **SBC-ASI/8-STATE** retains the right to audit all activities by CLEC using any **SBC-ASI/8-STATE** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed in conjunction with the execution of this Agreement.

B. Security Guidelines.

- (1) Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- (2) Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- (3) Each Party shall notify the other Party immediately upon termination of employment of an individual user with approved access to the other Party's network.
- (4) Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- (5) All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for

all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-ASI/8-STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- (6) Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- (7) Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- (8) Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- (9) In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within ten (10) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date.
- (10) Each Party is responsible to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Agreement. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

C. General OSS Policies.

- (1) Due to enhancements and on-going development of access to **SBC-ASI/8-STATE's** OSS functions, certain interfaces described in this Agreement may be modified, temporarily unavailable or may be phased out after execution of this Agreement.

- (2) Each Party's resources are for approved business purposes only.
- (3) Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its own systems, and take appropriate action should unauthorized or improper usage be discovered.
- (4) Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- (5) Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- (6) Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

D. User Identification.

- (1) Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- (2) User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

E. User Authentication.

- (1) Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- (2) Passwords must not be stored in script files.
- (3) Passwords must be entered by the user in real time.
- (4) Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

F. Access and Session Control.

- (1) Destination restrictions will be enforced at remote access facilities used for access to OSS interfaces. These connections must be approved by each Party's corporate security organization.
- (2) Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

- (3) On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

G. Software and Data Integrity.

- (1) Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- (2) Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- (3) Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- (4) Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

H. Monitoring and Audit.

To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This system is restricted to authorized users for company official business purposes and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring. Confidential information may not be disclosed without authorization. By logging on, each user understands, agrees, and consents that the Company or its authorized designees may inspect, copy, or disclose any electronic communication or other information on this system at any time without further notice."

31. ACCESS TO RIGHTS-OF-WAY

Pursuant to section 251(b)(4) of the Act, to the extent required by the ASCENT Decision, **SBC-ASI/8-STATE** will provide access to its poles, ducts, conduits, and rights-of-way to CLEC on rates, terms, and conditions that are consistent with section 224 of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives. Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

SBC Advanced Solutions, Inc.

By: 

Print Name: Scott Walker

Title: Area Manager - Interconnection

Date Signed: 10/22/01

AECN/OCN#: _____

New Edge Network, Inc. d/b/a New Edge Networks

By: 

Print Name: Robert Y. McMillin

Title: Senior Director - Interconnection

Date Signed: 10/10/01

SCHEDULE A - PRICING**I. Terms Applying to All Service Pricing**

The retail prices set forth below do not include FCC or other mandated surcharges, applicable taxes, and do not reflect the applicable avoided cost resale discount, if any. Such surcharges and applicable taxes shall be billed on a monthly basis. Customer will pay **SBC-ASI/8-STATE** or **SBC-ASI/8-STATE's** billing agent for all **SBC-ASI/8-STATE** Services actually installed and billed at the volume level that exists during each current billing cycle. Prices included in Schedule A are subject to change with thirty (30) calendar days notice to CLEC.

II. ATM Pricing**A. ASI-Central**

ASI-CENTRAL PRODUCT AND SERVICES							
ASI ATM	USOC	Monthly Recurring	NRC	3 Year	NRC	5 Year	NRC
User Network Interface (UNI)							
DS1 1-384 Kbps	UU6AA	\$ 550	\$ 1,200	\$ 450	\$ 1,200	\$ 350	\$ 1,200
DS1 385-768 Kbps	UU6AB	\$ 650	\$ 1,200	\$ 525	\$ 1,200	\$ 400	\$ 1,200
DS1 769 Kbps - 1.5 Mbps	UU6AC	\$ 750	\$ 1,200	\$ 650	\$ 1,200	\$ 500	\$ 1,200
DS3 1 - 20 Mbps	UU6BD	\$ 3,700	\$ 3,000	\$ 3200	\$ 3,000	\$ 2800	\$ 3,000
DS3 21-40 Mbps	UU6BE	\$ 4,200	\$ 3,000	\$ 3400	\$ 3,000	\$ 3000	\$ 3,000
OC-3c 21-50 Mbps	UU6CF	\$ 4,400	\$ 3,000	\$ 3600	\$ 3,000	\$ 3150	\$ 3,000
OC-3c 51-100 Mbps	UU6CG	\$ 4,800	\$ 3,000	\$ 4000	\$ 3,000	\$ 3400	\$ 3,000
OC-3c 101-148 Mbps	UU6CH	\$ 5,200	\$ 3,000	\$ 4400	\$ 3,000	\$ 3800	\$ 3,000
OC-3c 21-50 Mbps Protected	UU6CF	\$ 5,400	\$ 3,000	\$ 4600	\$ 3,000	\$ 4150	\$ 3,000
OC-3c 51-100 Mbps Protected	UU6CG	\$ 5,800	\$ 3,000	\$ 5000	\$ 3,000	\$ 4400	\$ 3,000
OC-3c 101-148 Mbps Protected	UU6CH	\$ 6,200	\$ 3,000	\$ 5400	\$ 3,000	\$ 4800	\$ 3,000
IMA 3 Mbps	UU6YO	\$ 1,400	\$ 1,300	\$ 1200	\$ 1,300	\$ 1000	\$ 1,300
IMA 4.5 Mbps	UU6YR	\$ 1,700	\$ 1,700	\$ 1500	\$ 1,700	\$ 1300	\$ 1,700
IMA 6 Mbps	UU6YS	\$ 2,000	\$ 2,100	\$ 1800	\$ 2,100	\$ 1600	\$ 2,100
IMA 12 Mbps	UU6YT	\$ 3,000	\$ 3,700	\$ 2700	\$ 3,700	\$ 2400	\$ 3,700
ATM GI- 0 to 384K	UG6AA	\$ 275	\$ 1,200	\$ 200	\$ 1,200	\$ 175	\$ 1,200
ATM GI- 385 to 768K	UG6AB	\$ 325	\$ 1,200	\$ 238	\$ 1,200	\$ 200	\$ 1,200
ATM GI- 769 to 1.5M	UG6AC	\$ 375	\$ 1,200	\$ 288	\$ 1,200	\$ 250	\$ 1,200
ATM GI DS3- 1 to 20Mb	UG6BD	\$ 1,850	\$ 3,000	\$ 1,600	\$ 3,000	\$ 1,400	\$ 3,000
ATM GI DS3- 21 to 40Mb	UG6BE	\$ 2,100	\$ 3,000	\$ 1,700	\$ 3,000	\$ 1,500	\$ 3,000
ATM GI OC3- 21 to 50Mb	UG6CF	\$ 2,640	\$ 3,000	\$ 2,160	\$ 3,000	\$ 1,890	\$ 3,000
ATM GI OC3- 51 to 100Mb	UG6CG	\$ 2,880	\$ 3,000	\$ 2,400	\$ 3,000	\$ 2,040	\$ 3,000
ATM GI OC3-101 to 148Mb	UG6CH	\$ 3,120	\$ 3,000	\$ 2,640	\$ 3,000	\$ 2,280	\$ 3,000
Network to Network Interface (NNI)							
Port/Transport							
B-ICI							

DS1 1.5 Mbps	BB6AJ	\$ 1,430	\$ 1,200	\$ 1230	\$ 1,200	\$ 1030	\$ 1,200
DS3 40 Mbps	BB6BK	\$ 4,400	\$ 3,000	\$ 3600	\$ 3,000	\$ 3200	\$ 3,000
OC-3c 148 Mbps	BB6CL	\$ 5,700	\$ 3,000	\$ 4900	\$ 3,000	\$ 4300	\$ 3,000
OC-3c 148 Mbps protected	PQCXL	\$ 6,700	\$ 3,000	\$ 5900	\$ 3,000	\$ 5350	\$ 3,000
NNI Port Only							
ATM NGI DS1	NG1AJ	\$ 450	\$ 1,440	\$346	\$ 1,440	\$300	\$ 1,440
ATM NGI DS3	NG1AK	\$ 2,520	\$ 3,600	\$2,040	\$ 3,600	\$1,800	\$ 3,600
ATM NGI OC3	NG1CL	\$ 3,744	\$ 3,600	\$3,168	\$ 3,600	\$2,736	\$ 3,600
Misc Services							
Private Network Link- 1.5Mb	N3LAJ	\$ 600	\$ 800	N/A	N/A	N/A	N/A
Private Network Link- 40Mb	N3LBK	\$ 3,500	\$ 800	N/A	N/A	N/A	N/A
Private Network Link- 148Mb	N3LCL	\$ 4,000	\$ 800	N/A	N/A	N/A	N/A
CES for Pt-Pt DS1*	CEUPX	\$ 120	\$ 250	N/A	N/A	N/A	N/A
CES for Super Trunk or Smart Trunk*	CEU1X	\$ 102	\$ 250	N/A	N/A	N/A	N/A
Additional VCCs	VC4	\$ 18	\$ 60	N/A	N/A	N/A	N/A
Additional VPCs	VP9	\$ 28	\$ 60	N/A	N/A	N/A	N/A
CBR DS1 QoS, per PVC	BTRCX	\$ 10	\$ -	in 64K increment			
CBR DS3 or OC3 QoS, per PVC	BTRC3	\$ 15	\$ -	In 1 Meg Increment			

*Note: Customer must have DS3 or OC3 UNI service

B. California

ASI PRODUCT AND SERVICES IN California							
ASI ATM		Monthly Recurring	NRC	3 Year	NRC	5 Year	NRC
User Network Interface (UNI) Port/Transport							
DS1 1-384 Kbps		\$ 750	\$ 1,200	\$ 650	\$ 600	\$ 500	\$ 600
DS1 385-768 Kbps		\$ 750	\$ 1,200	\$ 650	\$ 600	\$ 500	\$ 600
DS1 769 Kbps - 1.5 Mbps		\$ 750	\$ 1,200	\$ 650	\$ 600	\$ 500	\$ 600
DS3 1 - 20 Mbps		\$ 4,200	\$ 3,000	\$ 3,600	\$ 1,500	\$ 3,200	\$ 1,500
DS3 21-40 Mbps		\$ 5,000	\$ 3,000	\$ 4,200	\$ 1,500	\$ 3,400	\$ 1,500
OC-3c 21-50 Mbps		\$ 6,000	\$ 3,000	\$ 5,400	\$ 1,500	\$ 4,600	\$ 1,500
OC-3c 51-100 Mbps		\$ 6,500	\$ 3,000	\$ 5,800	\$ 1,500	\$ 5,100	\$ 1,500
OC-3c 101-148 Mbps		\$ 7,000	\$ 3,000	\$ 6,200	\$ 1,500	\$ 5,400	\$ 1,500
IMA 3 Mbps		\$ 1,400	\$ 1,800	\$ 1,200	\$ 900	\$ 1,000	\$ 900
IMA 4.5 Mbps		\$ 1,700	\$ 2,100	\$ 1,500	\$ 1,050	\$ 1,300	\$ 1,050
IMA 6 Mbps		\$ 2,000	\$ 2,400	\$ 1,800	\$ 1,200	\$ 1,600	\$ 1,200
IMA 12 Mbps		\$ 3,000	\$ 3,000	\$ 2,700	\$ 1,500	\$ 2,400	\$ 1,500
ATM GI- 0 to 384K		\$ 600	\$ 1,200	\$ 500	\$ 600	\$ 400	\$ 600
ATM GI- 385 to 768K		\$ 600	\$ 1,200	\$ 500	\$ 600	\$ 400	\$ 600
ATM GI- 769 to 1.5M		\$ 600	\$ 1,200	\$ 500	\$ 600	\$ 400	\$ 600
ATM GI DS3- 1 to 20Mb		\$ 2,700	\$ 3,000	\$ 2,400	\$ 1,500	\$ 2,000	\$ 1,500
ATM GI DS3- 21 to 40Mb		\$ 3,300	\$ 3,000	\$ 2,700	\$ 1,500	\$ 2,200	\$ 1,500
ATM GI OC3- 21 to 50Mb		\$ 3,900	\$ 3,000	\$ 3,500	\$ 1,500	\$ 2,900	\$ 1,500

ATM GI OC3- 51 to 100Mb		\$ 4,200	\$ 3,000	\$ 3,800	\$ 1,500	\$ 3,200	\$ 1,500
ATM GI OC3-101 to 148Mb		\$ 4,600	\$ 3,000	\$ 4,500	\$ 1,500	\$ 3,900	\$ 1,500
Network to Network Interface (NNI)							
Port/Transport							
B-ICI							
DS1 1.5 Mbps		\$ 1,500	\$ 1,200	\$ 1,300	\$ 600	\$ 1,000	\$ 600
DS3 40 Mbps		\$ 5,200	\$ 3,000	\$ 4,400	\$ 1,500	\$ 3,600	\$ 1,500
OC-3c 148 Mbps		\$ 7,500	\$ 3,000	\$ 6,700	\$ 1,500	\$ 5,900	\$ 1,500
Port Only							
ATM NGI DS1		\$ 1,300	\$ 1,200	\$ 1,150	\$ 600	\$ 900	\$ 600
ATM NGI DS3		\$ 3,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 2,500	\$ 1,500
ATM NGI OC3		\$ 4,900	\$ 3,000	\$ 4,500	\$ 1,500	\$ 3,900	\$ 1,500
Misc Services	USOC						
CES for Pt-Pt DS1*	CEST1	\$ 180	\$ 250				
Additional VCCs***	VC4	\$ 15	\$ 50				
Additional VPCs***	VP9	\$ 30	\$ 50				
CBR DS1 QoS, per PVC	BTRCX	\$ 10	N/A	In 64K Increment			
CBR DS3 or OC3 QoS, per PVC	BTRC3	\$ 15	N/A	In 1 Meg Increment			
Network Change Charge	REAKF	N/A	\$ 125				

*Note: Customer must have DS3 or OC3 UNI service

*** First included with UNI, B-ICI, GI & NGI

C. Nevada

ASI-ATM PRODUCT AND SERVICES IN NEVADA							
User Network Interface (UNI)		Monthly Recurring	NRC	3 Year	NRC	5 Year	NRC
DS1 1-384 Kbps	UU6AA	\$ 750	\$ 1,200	\$650	\$ 600	\$500	\$650
DS1 385-768 Kbps	UU6AB	\$ 750	\$ 1,200	\$650	\$ 600	\$500	\$650
DS1 769 Kbps - 1.5 Mbps	UU6AC	\$ 750	\$ 1,200	\$650	\$ 600	\$500	\$650
DS3 1 - 20 Mbps**	UU6BD	\$ 4,200	\$ 3,000	\$3600	\$ 1,500	\$3,200	\$3600
DS3 21-40 Mbps**	UU6BE	\$ 5,000	\$ 3,000	\$4,200	\$ 1,500	\$3,400	\$4,200
ATM GI- 0 to 384K	UG6AA	\$ 600	\$ 1,200	\$500	\$ 600	\$400	\$600
ATM GI- 385 to 768K	UG6AB	\$ 600	\$ 1,200	\$500	\$ 600	\$400	\$600
ATM GI- 769 to 1.5M	UG6AC	\$ 600	\$ 1,200	\$500	\$ 600	\$400	\$600
ATM GI DS3- 1 to 20Mb**	UG6BD	\$ 2,700	\$ 3,000	\$2,400	\$ 1,500	\$2,000	\$1,500
ATM GI DS3- 21 to 40Mb**	UG6BE	\$ 3,300	\$ 3,000	\$2,700	\$ 1,500	\$2,200	\$1,500
Network to Network Interface (NNI)							
B-ICI Port/Transport							
DS1 1.5 Mbps	BB6AJ	\$ 1,500	\$ 1,200	\$1,300	\$ 600	1000	\$600
DS3 40 Mbps**	BB6BK	\$ 5,200	\$ 3,000	\$4,400	\$ 1,500	3600	\$1,500
Port Only							
ATM NGI DS1	NG1AJ	\$ 1,300	\$ 1,200	\$1,150	\$ 600	\$900	\$600
ATM NGI DS3**	NG1AK	\$ 3,500	\$ 3,000	\$3,000	\$1,500	\$2,500	\$1,500

Misc Services							
Additional VCCs***	VC4	\$ 15	\$ 50				
Additional VPCs***	VP9	\$ 30	\$ 50				
CBR DS1 QoS, per PVC	BTRCX	\$ 10	N/A	In 64K Increment			
CBR DS3 or OC3 QoS, per PVC	BRTC3	\$ 15	N/A	In 1 Meg Increment			
Network Change Charge	REAKF	NA	\$ 125				

**Because Facilities may need to be constructed for any Cell Relay DS3, Special Construction Charges may apply

***First VCC/VPC included with UNI, B-ICI, GI & NGI

D. ASI Northeast

ASI Northeast ATM	ASI USOC	1 Year	3 Year	5 Year	NRC
User Network Interface (UNI) Port/Transport					
DS1	APLG+	\$ 553.00	\$ 501.00	\$ 457.00	\$1,100.00
DS3	APLH+	\$1,880.00	\$1,690.00	\$1,550.00	\$1,500.00
OC3- Unprotected	APLE+	\$1,480.00	\$1,340.00	\$1,200.00	\$2,000.00
OC3-Protected	APLF+	\$3,500.00	\$3,300.00	\$3,100.00	\$2,000.00
InterOffice Mileage per mile					
DS1	JZ2+2	\$ 22.00	\$ 20.00	\$ 18.00	NONE
DS3	JZ2+2	\$ 145.00	\$ 135.00	\$ 125.00	NONE
OC3- Unprotected	JZ2+2	\$ 120.00	\$ 110.00	\$ 100.00	NONE
OC3- Protected	JZ2+2	\$ 430.00	\$ 410.00	\$ 390.00	NONE
Bandwidth per 1/2 meg per port					
CBR	BBWA+	\$ 22.00	\$ 20.00	\$ 18.00	NONE
VBR	BBWB+	\$ 8.80	\$ 8.00	\$ 7.00	NONE
UBR	BR2U+	\$ 6.00	\$ 5.50	\$ 5.00	NONE
NNI Port/Transport					
B-ICI DS1 - 1.5M Bandwidth	BB6AJ	\$1,430.00	\$1,230.00	\$1,030.00	\$1,200.00
B-ICI DS3 - 40M Bandwidth	BB6BK	\$4,400.00	\$3,600.00	\$3,200.00	\$3,000.00
B-ICI OC3-p - 148M	PQCXL	\$6,700.00	\$5,900.00	\$5,350.00	\$3,000.00
NGI Product Currently Under development ****		ICB	ICB	ICB	ICB
Bandwidth is added or removed from a port (per port)	NR92F	N/A	N/A	N/A	\$300
Bandwidth or PVC rearrangements (per port)	NR92G	N/A	N/A	N/A	\$100

III. Frame Relay Pricing**A. ASI-Central**

ASI-Central Frame Relay UNI	USOC	Monthly Recurring			7 Year	Non Recurring
		Month to Month	3 Year	5 Year		
56Kbps Access Link	L7A5X	\$ 72.00	\$ 72.00	\$ 66.00	\$ 66.00	\$ 350.00
56 Kbps Port	P7E5X	\$ 87.00	\$ 63.00	\$ 45.00	\$ 31.00	\$ 26.00
Total 56 K		\$ 159.00	\$ 135.00	\$ 111.00	\$ 97.00	\$ 376.00
64 Kbps Access Link	L7AOX	\$ 72.00	\$ 72.00	\$ 66.00	\$ 66.00	\$ 350.00
64 Kbps Port	P7EOX	\$ 87.00	\$ 63.00	\$ 45.00	\$ 31.00	\$ 26.00
Total 64 K		\$ 159.00	\$ 135.00	\$ 111.00	\$ 97.00	\$ 376.00
Frame UNI/NNI						
128 Kbps Access Link	L7APX	\$ 145.00	\$ 145.00	\$ 137.75	\$ 137.75	\$ 628.00
128 Kbps Port	P7EPX	\$ 127.32	\$ 115.91	\$ 112.40	\$ 109.76	\$ 26.00
Total 128 K		\$ 272.32	\$ 260.91	\$ 250.15	\$ 247.51	\$ 654.00
256 Kbps Access Link	L7AQX	\$ 145.00	\$ 145.00	\$ 137.75	\$ 137.75	\$ 628.00
256 Kbps Port	P7EQX	\$ 136.72	\$ 124.46	\$ 120.69	\$ 117.86	\$ 26.00
Total 256 K		\$ 281.72	\$ 269.46	\$ 258.44	\$ 255.61	\$ 654.00
384 Kbps Access Link	L7A6X	\$ 165.00	\$ 150.00	\$ 142.50	\$ 142.50	\$ 628.00
384 Kbps Port	P7E6X	\$ 146.19	\$ 133.08	\$ 129.05	\$ 126.03	\$ 26.00
Total 384K		\$ 311.19	\$ 283.08	\$ 271.55	\$ 268.53	\$ 654.00
512 Kbps Access Link	L7ARX	\$ 165.00	\$ 140.25	\$ 132.00	\$ 132.00	\$ 600.00
512 Kbps Port	P7ERX	\$ 190.00	\$ 162.00	\$ 152.00	\$ 142.00	\$ 26.00
Total 512 K		\$ 355.00	\$ 302.25	\$ 284.00	\$ 274.00	\$ 626.00
768 Kbps Access Link	L7ASX	\$ 165.00	\$ 140.25	\$ 132.00	\$ 132.00	\$ 600.00
768 Kbps Port	P7ESX	\$ 260.00	\$ 220.00	\$ 208.00	\$ 195.00	\$ 26.00
Total 768 K		\$ 425.00	\$ 360.25	\$ 340.00	\$ 327.00	\$ 626.00
1.536 Mbps Access Link	L7A7X	\$ 165.00	\$ 140.25	\$ 132.00	\$ 132.00	\$ 600.00
1.536 Mbps Port	P7E7X	\$ 410.00	\$ 348.00	\$ 328.00	\$ 307.00	\$ 26.00
Total 1.536 Mbps		\$ 575.00	\$ 488.25	\$ 460.00	\$ 439.00	\$ 626.00
DS3 Access Link	L7A8X	\$ 2,800.00	\$ 2,300.00	\$ 2,100.00	\$ 2,000.00	\$ 3,000.00
DS3 Port	P7E8X	\$ 1,000.00	\$ 900.00	\$ 800.00	\$ 700.00	\$ 30.00
Total DS3		\$ 3,800.00	\$ 3,200.00	\$ 2,900.00	\$ 2,700.00	\$ 3,030.00
Logical Link						
56K	L8G5X	\$ 8.00	\$ 6.00	\$ 4.00	\$ 3.00	\$ 25.00
64K	L8GOX	\$ 8.00	\$ 6.00	\$ 4.00	\$ 3.00	\$ 25.00
128K	L8GPX	\$ 12.00	\$ 10.00	\$ 8.00	\$ 7.00	\$ 25.00
256K	L8GQX	\$ 15.00	\$ 13.00	\$ 11.00	\$ 10.00	\$ 25.00
384K	L8G6X	\$ 20.00	\$ 16.00	\$ 14.00	\$ 12.00	\$ 25.00
512K	L8GRX	\$ 28.00	\$ 24.00	\$ 20.00	\$ 18.00	\$ 25.00
768K	L8GSX	\$ 40.00	\$ 32.00	\$ 28.00	\$ 25.00	\$ 25.00
1.536M	L8G7X	\$ 50.00	\$ 48.00	\$ 46.00	\$ 43.00	\$ 25.00
2M	L7GEX	\$ 65.00	\$ 60.00	\$ 55.00	\$ 52.50	\$ 30.00
3M	L7GFX	\$ 65.00	\$ 60.00	\$ 55.00	\$ 52.50	\$ 30.00
4M	L7GGX	\$ 65.00	\$ 60.00	\$ 55.00	\$ 52.50	\$ 30.00
5M	L7GHX	\$ 70.00	\$ 65.00	\$ 60.00	\$ 57.50	\$ 30.00
6M	L7GJX	\$ 70.00	\$ 65.00	\$ 60.00	\$ 57.50	\$ 30.00
7M	L7GKX	\$ 70.00	\$ 65.00	\$ 60.00	\$ 57.50	\$ 30.00
8M	L7GLX	\$ 75.00	\$ 70.00	\$ 65.00	\$ 62.50	\$ 30.00
9M	L7GMX	\$ 75.00	\$ 70.00	\$ 65.00	\$ 62.50	\$ 30.00
10M	L7GNX	\$ 80.00	\$ 75.00	\$ 70.00	\$ 67.50	\$ 30.00

Frame Relay	USOC	Month to Month	Non Recurring			
56Kbps Access Link	L7A5X	\$ 47.00	\$ 597.00			
56 Kbps Port	P7E5X	\$ 71.00	\$ 355.00			
Total 56 K		\$ 118.00	\$ 952.00			
128 Kbps Access Link	L7APX	\$ 166.00	\$ 601.00			
128 Kbps Port	P7EPX	\$ 142.00	\$ 355.00			
Total 128 K		\$ 308.00	\$ 956.00			
384 Kbps Access Link	L7A6X	\$ 166.00	\$ 601.00			
384 Kbps Port	P7E6X	\$ 378.00	\$ 355.00			
Total 384K		\$ 544.00	\$ 956.00			
DS1 Access Link		\$ 166.00	\$ 601.00			
1.536 Mbps Port	P7E7X	\$ 473.00	\$ 355.00			
Total 1.536 Mbps		\$ 639.00	\$ 956.00			
37 Mbps Access Link *	L7A8X	\$ 2,086.00				
DS3 Port	P7E8X	\$ 4,540.00	\$ 1,419.00			
Total DS3 *		\$ 6,626.00	\$ 1,419.00			
NNI PORT ONLY						
1.5Mbps		\$ 473.00	\$ 355.00			
37Mbps		\$ 4,540.00	\$ 1,419.00			
PVC Logical Link						
0 - 384 k **	L8G6X	\$ 20.00	\$ 50.00			
385 k – 1.536 mbps **	L8G7X	\$ 20.00	\$ 50.00			
2 mbps – 6 mbps **	L7GJX	\$ 20.00	\$ 50.00			
7 mbps – 10 mbps **	L7GNX	\$ 20.00	\$ 50.00			
FRATM DS1	FRATM	\$ 15.00				
FRATM DS3 & OC3	FRAT3	\$ 10.00		Per PVC		
MULTICAST	FMLTC	\$ 45.00	\$ 50.00			
TRAFFIC DETAIL	FFTDL	\$ 15.00	\$ 50.00			
Network Change Charge	NWCCF		\$ 50.00			

** First PVC included with port. NNI

Frame Relay Nevada	USOC	Month to Month	Non Recurring			
56Kbps Access Link	L7A5X	\$47.00	\$597.00			
56 Kbps Port	P7E5X	\$71.00	\$355.00			
Total 56 K		\$118.00	\$952.00			
DS1 Access Link		\$166.00	\$601.00			
1.536 Mbps Port	P7E7X	\$473.00	\$355.00			
Total 1.536 Mbps		\$639.00	\$956.00			
NNI PORT						
DS1 Access Link		\$166.00	\$601.00			
1.536 Mbps NNI Port		\$473.00	\$355.00			
Total 1.536 Mbps		\$639.00	\$956.00			
PVC Logical Link						

0 - 384 k **	L8G6X	\$20.00	\$50.00			
385 k - 1.536 mbps **	L8G7X	\$20.00	\$50.00			
Network Change Charge	NWCFF		\$50.00			

** First PVC included with UNI or NNI Port

D. ASI Northeast

ASI Northeast Frame		Monthly Recurring				
Frame Relay	ASI USOC	Month to Month	1 Year	3 Year	5 Year	Non-Recurring
56 Kbps Port Only*	P7E5X	\$ 85.00	\$ 70.00	\$ 65.00	\$ 60.00	None
56Kbps Port and Access	NLXN+	\$ 170.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 580.00
64 Kbps Port Only*	P7E5X	\$ 85.00	\$ 70.00	\$ 65.00	\$ 60.00	None
64 Kbps Port and Access	NLXN+	\$ 170.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 580.00
128 Kbps Port Only*	P7ETX	\$ 120.00	\$ 105.00	\$ 95.00	\$ 90.00	None
128 Kbps Port and Access	NLXO+	\$ 400.00	\$ 350.00	\$ 340.00	\$ 335.00	\$ 615.00
256 Kbps Port Only*	P7ETX	\$ 220.00	\$ 200.00	\$ 185.00	\$ 175.00	None
256 Kbps Port and Access	NLXP+	\$ 500.00	\$ 450.00	\$ 425.00	\$ 400.00	\$ 615.00
384 Kbps Port Only*	P7ETX	\$ 320.00	\$ 295.00	\$ 275.00	\$ 260.00	None
384 Kbps Port and Access Link	NLXW+	\$ 550.00	\$ 500.00	\$ 475.00	\$ 450.00	\$ 615.00
512 Kbps Access Link	N/A	N/A	N/A	N/A	N/A	N/A
512 Kbps Port	N/A	N/A	N/A	N/A	N/A	N/A
768 Kbps Access Link	N/A	N/A	N/A	N/A	N/A	N/A
768 Kbps Port	N/A	N/A	N/A	N/A	N/A	N/A
1.536 Mbps Port and Access	NLXY+	\$ 680.00	\$ 620.00	\$ 560.00	\$ 495.00	\$ 615.00
1.536 Mbps Port Only*	P7E7X	\$ 495.00	\$ 445.00	\$ 400.00	\$ 355.00	NONE
1.536 Mbps NNI Port*	NNP7X	\$ 405.00	\$ 360.00	\$ 315.00	\$ 270.00	NONE
44.736 Mbps NNI Port*	NNP8X	\$ 2,300.00	N/A	\$2,200.00	\$2,100.00	NONE
PVC CHARGES						
PVCs ordered simultaneously with UNI	L7G8+	\$ 10.00	\$ 9.00	\$ 8.00	\$ 7.00	NONE
PVCs ordered subsequent to initial UNI	L7G9+	\$ 10.00	\$ 9.00	\$ 8.00	\$ 7.00	\$ 50.00
PVCs ordered simultaneously with Port	L8GKX	\$ 10.00	\$ 9.00	\$ 8.00	\$ 7.00	NONE
PVCs ordered subsequent to initial Port	L8GLX	\$ 10.00	\$ 9.00	\$ 8.00	\$ 7.00	\$50.00
PVC Rearrange	NRBFJ	\$ -	\$ -	\$ -	\$ -	\$ 50.00
Change between speeds 128, 256, 384 Kbps and 1.544 Mbps	NR92H	\$ -	\$ -	\$ -	\$ -	\$ 200.00

* Access links are provided under Section 5, CT Special Access.

IV. Native LAN Plus Pricing

SBC-ASI/8-STATE does not offer Native LAN Plus in ASI Northeast and Nevada. In ASI-Central and California, Native LAN Plus Pricing will be provided on an Individual Case Basis.

V. DSL Transport Pricing

Notwithstanding any other provision in this schedule, all pricing contained in this Schedule A reflects current rates, and is subject to change by **SBC-ASI/8-STATE** with thirty (30) calendar days notice to CLEC.

The wholesale discount reflected in section 11 of this Agreement, as applied to DSL Transport Services, is only applicable to **SBC-ASI/8-STATE**'s grandfathered embedded retail DSL Transport Customers and remote local area network ("RLAN") business Customers.

This chart includes recurring and non-recurring standard charges for DSL Transport Service provided exclusively to ISPs. Pricing for the resale DSL Transport Services provided to RLAN business Customers is determined on an ICB basis. Additional charges may apply for other products and services, or for customization. The avoided cost resale discount does not apply to the resale of DSL Transport Services provided to ISPs.

Current Prices for DSL Transport in ASI-Central, ASI-West and ASI Northeast

SERVICES	ISP RATES (Month-to-Month)
Basic 384 -1.5 x 128	\$35
Premium 1.5-6.0 x 384	\$89
One Time Charges	
*DSL Service Activation	\$50

(No volume or term commitment required.)

*DSL Service Activation charge applies when the service order is not electronically sent to **SBC-ASI/8-STATE**.