

beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

## 11.19 NXX

### 11.19.117 **Measurement** - Percent NXXs Loaded And Tested Prior To The LERG

Effective Date

**Definition** - The percent of NXXs loaded and tested prior to the LERG effective date

**Calculation** -  $(\text{Count of NXXs loaded and tested by LERG date} \div \text{total NXXs loaded and tested}) * 100$

**Report Structure** - Reported by ASI, all CLECs and SWBT

**Benchmark** - Equal to SWBT's own

### 11.19.118 **Measurement** - Average Delay Days For NXX Loading And Testing

**Definition** - Average calendar days from due date to completion date on company missed NXX orders

**Calculation** -  $\Sigma (\text{Completion date} - \text{LERG date}) \div (\text{number of SWBT caused late orders})$

**Report Structure** - Reported for ASI, all CLECs and SWBT

**Benchmark** - Equal to SWBT's own

### 11.19.119 **Measurement** - Mean Time To Repair

**Definition** - Average duration of NXX trouble reports from receipt of the customer trouble report to the time that the trouble report is cleared

**Calculation** -  $\Sigma (\text{Date and time trouble report is cleared with the customer} - \text{dated and time trouble report is received}) \div (\text{number of NXX trouble reports})$

**Report Structure** - Reported for ASI, all CLECs and SWBT

**Benchmark** - Equal to SWBT's own

## 11.20 Bona Fide Request Process (BFRs)

### 11.20.120 **Measurement** - Percent Requests Processed Within 30 Business Days

**Definition** - Percent of Bona fide requests processed within 30 business days

**Calculation** -  $(\text{Count of number of requests processed within 30 days} \div \text{total number of requests}) * 100$

**Report Structure** - Reported by ASI and all CLECs

**Benchmark** - 90% within 30 business days

### 11.20.121 **Measurement** - Percent of Quotes Provided for Authorized BFRs Within 45 Business Days

**Definition** - Percent quotes provided in response to bona fide requests within 30 business days

**Calculation** – (Count of number of requests processed within 45 days÷total number of requests)\* 100

**Report Structure** – Reported by ASI and all CLECs

**Benchmark** – 90% within 45 business days

## 12.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX OSS-RESALE & UNE**

## APPENDIX OSS

### ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

#### 1. General Conditions

1.1 This Appendix sets forth the terms and conditions under which SWBT provides nondiscriminatory access to SWBT's Operations Support Systems (OSS) "functions" to ASI for pre-ordering, ordering, provisioning, maintenance / repair, and billing. SWBT has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

1.2 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC).

1.3 ASI agrees to utilize SWBT electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through SWBT. In addition, ASI agrees that such use will comply with the summary of SWBT's Operating Practice No. 113, Protection of Electronic Information, titled Competitive Local Exchange Carrier Security Policies and Guidelines. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

1.4 ASI's access to pre-order functions described in 2.2.2 and 2.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where ASI has obtained an authorization for release of CPNI from the end-user and has obtained an authorization to become the end user's local service provider. The authorization for release of CPNI must substantially reflect the following:

1.4.1 "This written consent serves as instruction to all holders of my local exchange telecommunications CPNI and account identification information to provide such information to the undersigned. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

1.4.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

1.5 By utilizing electronic interfaces to access OSS functions, ASI agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement and applicable SWBT Commission ordered tariffs and ASI agree to perform accurate and correct ordering as it relates to SWBT UNE rates and charges per the terms of this Agreement. All exception handling must be requested manually from the LSC.

1.6 In areas where Resale and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and ASI will use manual processes. Should SWBT develop electronic interfaces for these functions for itself, SWBT will make electronic access available to ASI.

1.7 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. ASI will also provide a single point of contact for technical issues related to the electronic interfaces.

1.8 SWBT and ASI will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

1.9 SWBT reserves the right to modify or discontinue the use of any system or interface as it deems appropriate. Provided however,

(a) SWBT shall provide ASI with at least ninety (90) days prior written notice of any planned discontinuance and provide ASI with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon ASI request, SWBT shall also provide a reasonable transition period.

(b) SWBT shall provide ASI with reasonable prior written notice of any significant system modifications.

1.10 If ASI elects to utilize electronic interfaces based upon industry guidelines for Resale or UNE, SWBT and ASI agree to participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SWBT may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. ASI and SWBT are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SWBT has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to

individual providers tariffs; therefore, use of either the field or valid entries within the filed is based on the providers tariffs/practices.”

1.11 Due to enhancements and on-going development of access to SWBT's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 1.9 of this Appendix, SWBT agrees that interfaces phased out will be accompanied with proper notice.

1.12 ASI is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Southwestern Bell OSS Functions."

1.13 SWBT will provide ASI with access to any enhancements to OSS as developed.

## **2. Pre-Order**

2.1 SWBT will provide real time access to pre-order functions to support ASI ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to ASI so that ASI order requests may be created to comply with SWBT ordering requirements.

### **2.2 Pre-ordering functions for Resale services include:**

2.2.1 Features and services available at a valid service address (as applicable);

2.2.2 Access to SWBT retail or resold CPNI and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (ASI agrees that ASI's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to ASI, and a customer authorization for release of CPNI complies with conditions as described in section 1.4 of this Appendix.)

2.2.3 A telephone number (if the customer does not have one assigned) with the customer on-line;

2.2.4 Service availability dates to the customer;

2.2.5 Information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 Service address verification.

**2.3 Pre-ordering functions for UNE include:**

2.3.1 Features available at an end office for a valid service address (as applicable);

2.3.2 Access to SWBT retail or resold CPNI and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (ASI agrees that ASI's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to ASI, and a customer authorization for release of CPNI complies with conditions as described in Section 1.4 of this Appendix.)

2.3.3 Telephone number assignment (if the customer does not have one assigned) with the customer on-line;

2.3.4 Primary Interexchange Carrier options for intraLATA toll (when available) and interLATA toll;

2.3.5 Service address verification.

2.3.6 Channel facility assignment (CFA), network channel (NC) and network channel interface (NCI) data.

**2.4. Electronic Access to Pre-Order Functions:** SWBT will provide ASI access to one or more of the following systems:

**2.4.1 Resale Services Pre-order System Availability:**

2.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SWBT provides ASI access to the functions of pre-ordering when R-EASE is utilized to order SWBT Residential Resale Services.

2.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SWBT provides ASI access to the functions of pre-ordering when such access is utilized to order SWBT Business Resale Services.

**2.4.2 Resale and UNE Pre-order System Availability:**

2.4.2.1 DataGate is a transaction-based data query system through which SWBT provides ASI access to pre-ordering functions. This gateway shall be a Transmission

Control Protocol/Internet Protocol (TCP/IP) gateway and will allow ASI to access the pre-order functions for Resale services and UNE by ASI developing its own end-user interface. SWBT and ASI agree to cooperate in developing and implementing an electronic communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which SWBT is providing.

2.4.2.2 Verigate is an end-user interface developed by SWBT that provides access to the pre-ordering functions for Resale Services and UNE. Verigate may be used in connection with electronic or manual ordering. Verigate is accessible via Toolbar.

## **2.5 Other Pre-order Function Availability:**

2.5.1 Where pre-ordering functions are not available electronically, ASI will manually request this information from SWBT's LSC for inclusion on the service order request.

2.5.2 In addition to electronic interface access to pre-order information, upon request but not more frequently than once a month, SWBT will provide ASI certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically, the following database information may be electronically provided, Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

## **3. Ordering/Provisioning**

3.1 SWBT provides real time access to ordering functions (as measured from the time SWBT receives accurate service requests from the interface) to support ASI provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, ASI will format the service request to identify what features, services, or elements it wishes SWBT to provision in accordance with SWBT ordering requirements. SWBT will provide ASI access to one or more of the following systems or interfaces:

### **3.2 Resale Services Order Request System Availability:**

3.2.1 R-EASE is available for the generation of Residential Resale services orders. Ordering flows are available via this system.

3.2.2 B-EASE is available for the generation of Business Resale services orders. Ordering flows are available via this system.

3.2.3 ASI may generate certain complex Resale and UNE service orders electronically utilizing Service Order Retrieval and Distribution (SORD). In addition, the SORD interface may be utilized to modify service orders submitted electronically by ASI. Should ASI



elect to generate service orders via SORD, ASI will be responsible for correcting all errors occurring prior to completion.

3.2.4 SWBT will develop enhancements requested by ASI to allow electronically generated orders via SORD as new industry technologies emerge. Costs associated with ASI requested SORD enhancements will be charged to ASI on an ICB basis.

### **3.3 Resale and UNE Service Order Request Ordering System Availability:**

3.3.1 SWBT makes available to ASI an EDI interface for transmission of SWBT ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, ASI and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's Resale ordering requirements. In ordering and provisioning UNE, ASI and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's UNE ordering requirements. In addition, Interim Number Portability will be ordered consistent with the OBF LSR and EDI process.

3.3.2 In ordering and provisioning unbundled dedicated transport and local interconnection trunks, ASI and SWBT will utilize industry guidelines developed by OBF based upon SWBT ordering requirements.

3.3.3 LEX is an end-user interface that provides access to the ordering functions for Resale Services and UNE.

**3.4 Provisioning for Resale services and UNE:** SWBT will provision Resale Services and UNE as detailed in ASI order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.4.1 Order Status will allow ASI to check service order status. Order Status is accessible via SWBT Toolbar. In addition, pending orders can be viewed in SORD.

3.4.2 In cases of EDI ordering, SWBT will provide ASI with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide ASI with a FOC for each Resale and UNE service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide ASI with an 855 EDI transaction-based Order Completion that states when that order was completed. ASI may submit supplement requests via the 860 EDI transaction, and, where available, SWBT will provide ASI an 865 EDI transaction-based Completion notice.

3.4.2.1. The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD by the Party that

generated the service order: 1) Errors occurring between application and distribution must be corrected within 5 hours for a simple order and within 24 hours for a complex order; 2) Error Service Order Image (ESOI) errors must be corrected within 3 business hours. Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if ASI fails to correct service order errors within the timeframes specified above. Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SWBT issued FOC.

3.4.3 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for ASI.

3.4.3.1. The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD by the Party that generated the service order: 1) Errors occurring between application and distribution must be corrected prior to releasing the order from EASE; 2) Error Service Order Image (ESOI) errors must be corrected within 3 business hours. Service orders will be excluded from calculation of the results for the related performance measurements, described in Appendix Performance Measurements, if ASI fails to correct service order errors within the timeframes specified above. Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SWBT issued FOC.

#### **4. Maintenance/Repair**

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resale and UNE. Upon request, ASI may access these functions via the following methods:

4.1.1 Trouble Administration (TA) system access provides ASI with SWBT software that allows ASI to submit trouble reports and subsequently check status on trouble reports for ASI end-users. TA will provide the ability to review the maintenance history of a converted Resale ASI account. TA is accessible via SWBT Toolbar.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by ASI and SWBT. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. ASI and SWBT will exchange requests over a mutually agreeable X.25-based network.

## 5. Billing

5.1 SWBT shall bill ASI for resold services and UNE. SWBT shall send associated billing information to ASI as necessary to allow ASI to perform billing functions. At minimum SWBT will provide ASI billing information in a paper format or via magnetic tape, as agreed to between ASI and SWBT.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 ASI may receive Bill Plus™, an electronic version of their bill as described in and in accordance with SWBT's Commission ordered Local Exchange Tariff.

5.2.2 ASI may receive a mechanized bill format via the EDI 811 transaction set.

5.2.3 ASI may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

5.2.4 SWBT shall provide ASI a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.5 ASI may receive Local Disconnect Report records (via CARE records) electronically that indicate when ASI's customers change their Competitive Local Exchange Carrier.

5.3 Electronic access to billing information for UNE will also be available via the following interfaces:

5.3.1 SWBT makes available to ASI a local Bill Data Tape to receive data in an electronic format from its CABS database, the same information that would appear on its paper bill.

5.3.2 ASI may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

5.3.3 SWBT shall provide ASI a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Record (EMR) format.

5.3.4 ASI may receive Local Disconnect Report records (via CARE records) electronically that indicate when ASI's customers, utilizing SWBT ports, change their Competitive Local Exchange Carrier.

## **6. Remote Access Facility**

6.1 ASI must access the following SWBT OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD Supplement and via Toolbar, Trouble Administration, Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 6.2. ASI may utilize a port to access these interfaces to perform the supported functions in any SWBT state where ASI has executed an Appendix OSS and purchases System Access in that state.

6.2 ASI may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," ASI shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF. Switched Access "Dial-up Connections" require ASI to provide its own modems and connection to the SWBT LRAF. ASI shall pay the cost of the call if Switched Access is used.

6.3 ASI shall use TCP/IP to access SWBT OSS via the LRAF. In addition, ASI shall have one valid Internet Protocol (IP) network address. ASI shall maintain a user-id /password unique to each individual for accessing a SWBT OSS on ASI's behalf. ASI shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

6.4 ASI shall attend and participate in implementation meetings to discuss ASI LRAF access plans in detail and schedule testing of such connections.

## **7. Operational Readiness Test (ORT) for Ordering/Provisioning and Repair/Maintenance Interfaces**

7.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

7.2 Prior to live system usage, ASI must complete user education classes for SWBT-provided interfaces that affect the SWBT network. Classes are train-the-trainer format to enable ASI to devise its own course work for its own employees. Charges will apply for each class. Classes will be required for R-EASE, B-EASE, LEX, SORD and Trouble Administration. Optional classes will be available for Order Status and Verigate. Charges apply to training delivery. Schedules will be made available upon request and are subject to change, with class lengths varying. Ongoing class schedules may be requested from ASI's account manager.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

7.3 A separate agreement will be required as a commitment to pay for a specific number of ASI students in each class. ASI agrees that charges will be billed by SWBT and ASI payment is due 30 days later. ASI agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which ASI has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

7.4 Class dates will be based upon SWBT availability and will be coordinated between ASI, Account Manager and Product Management.

7.5 ASI agrees to pay a cancellation fee of the full price noted in the separate agreement if ASI cancels scheduled classes less than two weeks prior to the scheduled start date. ASI agrees to provide to SWBT completed registration forms for each student no later than one week prior to the scheduled training class.

7.6 ASI agrees that ASI personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SWBT or SBC system are strictly prohibited.

7.7 ASI further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize capabilities SWBT's OSS in accordance with this Appendix.

## 8. Rates

8.1 ASI requesting access to one or more of the SWBT OSS functions (i.e., pre-ordering, ordering / provisioning, maintenance / repair, billing) agrees to pay the rate outlined in Appendix Pricing.:

System Access Charge applies for any or all electronic access to OSS functions: pre-ordering, ordering, repair/maintenance, or billing.

- 8.2 ASI requesting functions via interfaces that require connection to the Remote Access Facility, as described in section 6, agrees to pay the rate(s) outlined in Appendix Pricing, depending upon on method of access utilized.

Remote Access Facility Charge applies per port, as required for connectivity to OSS interfaces. The rate applied will be for the first state in which ASI establishes the connection and where they first begin live production business operations. The initial port(s) connections may provide System Access to functions for all SWBT states in which ASI may do business.

Dial-Up Connection port total will be calculated based on the number of simultaneous phone connections ASI will require at one time (e.g. ASI has 20 employees; they require 10 simultaneous dial-up connections at one time to do business. Therefore, charge for 10 ports would apply).

- 8.3 ASI requesting the Bill Plus™, as described in 5.2.1, agrees to pay applicable Commission ordered tariffed rate, less Resale discount.

- 8.4 ASI requesting the billing function for Usage Billable Records, as described in 5.2.4 and 5.3.3, agrees to pay per message transmitted as outlined in Appendix Pricing.

- 8.5 ASI requesting the Local Disconnect Report, as described in 5.2.5 and 5.3.4, agrees to pay per record transmitted as outlined in Appendix Pricing.

- 8.6 Should unforeseen modifications and costs to provision OSS functions become required by SWBT or industry guidelines, or by regulatory rulings, SWBT reserves the right to modify its rate structure. In addition, should ASI request custom development of an exclusive interface to support OSS functions, such development will be considered by SWBT on an Individual Case Basis (ICB) and priced as such.

## **9. Effective Date, Term**

- 9.1 Whereas ASI is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending commission approval, 10 days after it is filed with the state commission. Alternatively, this Appendix will be effective upon approval by the state commission when it is approved as a part of the Interconnection Agreement.

## **10. Applicability Of Other Rates, Terms And Conditions**

- 10.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are

incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX NUMBERING**



## **APPENDIX NUMBERING**

### **1. INTRODUCTION**

- 1.1 Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

### **2. GENERAL TERMS AND CONDITIONS**

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by Commission ordered tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where ASI is properly certified by the appropriate regulatory body and intends to provide local exchange service, ASI shall obtain a separate NXX code for each SWBT rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable ASI and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from

its NXX's only to those customers that are physically located in the rate center to which the NXX is assigned.

- 2.4 Each Party is responsible for programming and updating its own switches and network systems to recognize and for routing traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible for inputting required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (TRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the FCC, the Commission, or a court of competent jurisdiction
- 2.7 NXX Migration
  - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. This stipulation applies provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges as outlined in Appendix Pricing per NXX to the Party formerly assigned the NXX.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number shall terminate to a voice announcement identifying the Company and one number shall terminate to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

3.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in end user local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**COLLOCATION AGREEMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AND**

**SBC ADVANCED SOLUTIONS, INC.**

## COLLOCATION AGREEMENT

THIS COLLOCATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 1999 by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and SBC Advanced Solutions, Inc., ("ASI"), a Delaware corporation ("Collocator").

### WITNESSETH

WHEREAS, SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements," in accordance with 47 U.S.C. 251(c)(6);

WHEREAS, Collocator wishes to physically collocate certain of its equipment within an Eligible Structure (as defined herein) and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and Collocator (the "Parties") agree as follows:

### 1.0 PURPOSE AND SCOPE OF AGREEMENT

1.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the FCC, any other regulatory body, any State or Federal Court, or in any other forum that SWBT has agreed or acquiesced that any piece of Collocator equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

1.2 Nothing in this agreement requires SWBT to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that SWBT may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with SWBT's network. SWBT may require Collocator's employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions must undergo; provided that SWBT may not require Collocator's employees to receive such training from SWBT itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

1.3 **Submission to State Commission** – The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the Parties shall

submit it to the State commission for the State in which Collocator desires physical collocation as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

**1.4 Failure to Receive Approval** – In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either Party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the Parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either Party to pursue any appeal of the ruling made by any reviewing regulatory commission.

**1.5 Preparation Prior to Regulatory Approval** – Upon the written request of Collocator, SWBT shall consider an application for collocation space submitted prior to receiving the approval required by Section 1.3 hereof. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by SWBT.

**1.6 Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:**

Number of Applications by One Collocator	Quotation Interval
1 - 5	35 Business Days
6 - 10	40 Business Days
11 - 15	45 Business Days

Should Collocator submit six (6) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

Collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize Collocator applications. Collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application, application fee, and engineering design charge are required.

of one CIPP.

**2.1.3 Cageless Physical Collocation** - Subject to technical feasibility and security requirements, SWBT will allow Collocator to collocate in any unused space (space that is vacant and does not contain SWBT equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in SWBT's Eligible Structure (central office), without requiring the construction of a cage or similar enclosure around Collocator's dedicated space, and without requiring the creation of a separate entrance to Collocator's dedicated space. SWBT will designate the space to be used for cageless collocation. SWBT may require Collocator to use a designated entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's or other collocating carriers' use, and once inside the building, SWBT must permit Collocator to have direct access to Collocator's equipment.

SWBT may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to SWBT's network if technically feasible. In addition, SWBT may not require Collocator to collocate in a room or isolated space separate from SWBT's own equipment that only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing SWBT equipment in its own cage, and other reasonable security measures as described herein. SWBT may utilize reasonable segregation requirements that do not impose unnecessary additional cost on Collocator.

SWBT must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in increments small enough to collocate a single relay rack, or bay, of equipment (10 square feet for standard equipment bays and 18 square feet for cabinetized equipment bays). SWBT will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first collocator in a SWBT premise will not be responsible for the entire cost of site preparation.

Each Collocator request will be provisioned with a CIPP. The panel will reside in one of Collocator's assigned bays and the location shall be determined by Collocator. The engineering, furnishing and installation of the CIPP will be the responsibility of SWBT and will be part of Collocator's cost. Any available physical collocation option will require and include a minimum of one CIPP.

**2.1.4 Adjacent Space Collocation** - When space is legitimately exhausted inside a SWBT Eligible Structure, SWBT will permit Collocator to physically collocate in adjacent controlled environmental vaults or similar structures (e.g. used by SWBT to house telecommunications equipment) to the extent technically feasible. SWBT will permit Collocator to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and SWBT's right to exercise reasonable control over the design, construction, and placement of such adjacent structures.

SWBT will allow the Collocator to provide equipment installed within the Adjacent Structure. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and retain responsibility for building and site maintenance associated with placing the adjacent structure. SWBT will be allowed to reserve reasonable amounts of space adjacent to its premises needed to expand its premises to meet building growth requirements. SWBT reserves the right to assign the location of the designated space where the adjacent structure will be placed.

SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists and 200 AMPS of DC power to the adjacent structure up to 200 cable feet from the Central Office power source. When power requirements are outside of these office capacity and distance limitations, SWBT will treat the requirements as a unique request and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide power and physical collocation services and facilities to such adjacent structures, subject to the same nondiscrimination requirements as other collocation arrangements in this Agreement.

2.1.5 All other requests for physical collocation will be analyzed on a case-by-case basis. When Collocator requests a particular collocation arrangement, Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC premises. If SWBT refuses to provide a collocation arrangement, or an equally cost-effective arrangement, may do so if it rebuts the presumption before the state commission that the particular premise in question cannot support the arrangement because of either technical reasons or lacks of space.

2.2 **Interconnection Arrangement** - SWBT shall provide, at the request of Collocator, the connection between Collocator's optional POT frame or equipment bay and the SWBT network. The connection cannot be provided by Collocator. Collocator will not be permitted access to the SWBT Main Distribution Frame or Intermediate Distribution Frame. If regeneration equipment is required, for any reason, it will be at Collocator's expense. Interconnection Arrangements options are as follows: DS1 Arrangement, DS3 Arrangement, Copper Cable Arrangement, Shielded Cable Arrangement, and Fiber Arrangement.

2.3 SWBT shall provide, at the request of Collocator, the connection between the equipment in the collocated spaces of two or more telecommunications carriers. Available connections include copper cable, coaxial cable, and fiber optic cable.

2.4 Within a contiguous area within the Eligible Structure, SWBT shall permit Collocator to connect its equipment with that of another collocated telecommunications carriers within the same Eligible Structure provided that the collocated equipment is also used for interconnection with SWBT or for access to SWBT's unbundled network elements. Collocator will not be permitted to place cable over SWBT's switches or other critical equipment. SWBT will designate the space to be used for such facilities. SWBT shall permit Collocator to construct such facilities



using copper or optical fiber facilities subject to the same reasonable safety requirements that SWBT imposes on its own equipment and facilities, without requiring the collocator to purchase any equipment or connecting facilities solely from SWBT.

If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the necessary construction and perform the cable pull on a time and materials basis. At no time will Collocator be allowed access to any portion of the central office other than the collocation area — except for reasonable access to restrooms and parking lots where available. SWBT will not make the physical connection with Collocator's equipment, SWBT will not accept any liability for the cable or the connections and SWBT will not maintain any records concerning these connections.

2.5 SWBT shall permit Collocator to place its own connecting transmission facilities within SWBT's Eligible Structure in the physical collocation space, without requiring the collocator to purchase any equipment or connecting facilities solely from SWBT, subject to reasonable safety limitations. Collocator shall not have access to SWBT's Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, SWBT may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, SWBT may only impose security arrangements that are as stringent as the security arrangements that SWBT maintains at its own premises for its own employees or authorized contractors. SWBT must allow Collocator to access its installed physical collocation equipment 24 hours a day, seven days a week, in central offices without requiring either a security escort of any kind or delaying a Collocator's employees' entry into SWBT's central office. Reasonable security measures that SWBT may adopt include, but are not limited to, the following:

- A. Installing security cameras or other monitoring systems; or
- B. Requiring Collocator personnel to use badges with computerized tracking systems; or
- C. Requiring Collocator employees to undergo the same level of security training, or its equivalent, that SWBT's own employees, or third party contractors providing similar functions, must undergo; provided, however, that SWBT may not require Collocator employees to receive such training from SWBT itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.
- D. SWBT may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

2.6 **Relocation** – In the event SWBT determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or

government order or regulation that makes the continued occupancy of the dedicated collocation space or eligible structure uneconomical in SWBT's sole judgment, Collocator shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise SWBT shall be responsible for any such preparation costs.

In the event that Collocator requests that the Dedicated Collocation Space be moved within the SWBT Eligible Structure or to another Eligible Structure, SWBT shall permit Collocator to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new wire center as applicable.

### **3.0 SPACE AVAILABILITY**

3.1 At the request of Collocator, SWBT will provide space for physical collocation as described above. SWBT is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SWBT will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where SWBT proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SWBT will make a good faith effort to provide other methods of interconnection and access to unbundled network elements to the extent technically feasible.

3.2 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by SWBT. SWBT will notify Collocator within ten (10) days of submission of a completed Application for physical collocation by Collocator as to whether its request for space is been granted or denied due to a lack of space. When space for physical collocation in a particular eligible structure is not available, SWBT shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for physical collocation in that Eligible Structure.

3.3 If SWBT contends space for physical collocation is not available in premises, SWBT must also allow Collocator to tour the entire central office or other eligible structure in question, not just the area in which space was denied, without charge, within ten days of the receipt of SWBT's denial of space. If Collocator disputes SWBT's determination, Collocator can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by SWBT and Collocator. The engineer shall take into consideration SWBT's planned use for the eligible structure under review.

3.4 Within ten (10) days of Collocator submitting a request to SWBT for physical collocation, if SWBT finds that it must deny the request, SWBT must file its response, under seal, with the Commission. The response includes the following information:

- A. Central Office Common Language Identifier, where applicable;
- B. The identity of the requesting Collocator, including amount of space sought by Collocator;
- C. Total amount of space at the premises;
- D. Floor plans including measurements of the SWBT's premises, showing:
  - 1. Space housing SWBT network equipment or administrative offices;
  - 2. Space housing unused obsolete equipment, if any;
  - 3. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use;
  - 4. Space occupied by collocators for the purpose of network interconnection or access to unbundled network elements;
  - 5. Space, if any, occupied by third parties for other purposes;
  - 6. Remaining space, if any.
- E. Identification of turnaround space for the switch or other equipment, if any;
- F. Central office rearrangement/expansion plans, if any and
- G. Description of other plans, if any, that may relieve space exhaustion.

3.5 SWBT will maintain a publicly available document, posted for viewing on SWBT's Internet site, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.

3.6 Upon request, SWBT must submit to the requesting carrier within ten days of the submission of the request a report indicating the available collocation space in a particular SWBT premises. Collocator may request a report by submitting a completed Collocation Space Availability Report Request with the required fees for the requested report(s). This report must specify the amount of collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. This report must also include measures that SWBT is taking to make additional space available for collocation.

For more than 20 requests at once from Collocator regarding offices where there is no current collocation or collocation forecasted, SWBT will provide the additional information on a scheduled basis of ten additional offices every ten days.

3.7 In any Central Office in which all options for physical collocation offered by SWBT have been exhausted, SWBT shall not be permitted to provide additional space in that Central Office for any of its affiliates.

3.8 SWBT is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, SWBT is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. SWBT and Collocator shall not unreasonably warehouse forecasted space.

3.9 To the extent possible, SWBT will make contiguous space available to Collocator if Collocator seeks to expand an existing physical collocation arrangement and such request meets SWBT's non-discriminatory practices regarding efficient space utilization.

3.10 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, SWBT will take into account future demand based upon its knowledge of Collocator demand for Collocation.

3.11 SWBT may retain a limited amount of floor space for SWBT's own specific future uses for a time period on terms no more favorable to SWBT for like equipment than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), if any, and/or otherwise permitted or directed by applicable rule or order, SWBT will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless SWBT proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, SWBT and Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

3.12 SWBT shall, upon space exhaustion and reasonable request by Collocator, remove obsolete unused equipment from their premises if necessary to make space available for collocation.

3.13 SWBT may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First

Interconnection Order; provided, however, that SWBT shall not set a maximum space limitation on Collocator unless SWBT proves to the Commission that space constraints make such restrictions necessary.

#### **4.0 DENIAL OF COLLOCATION EQUIPMENT**

4.1 SWBT shall permit the collocation of any type of equipment necessary ("used or useful") for interconnection or access to unbundled network elements. SWBT may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SWBT applies to its own equipment. SWBT may not object to the collocation of equipment on the ground that the equipment fails to comply with any requirement contained in TP 76200MP other than those included in Level One standards. If SWBT denies collocation of Collocator equipment, citing non-compliance to one or more TP 76200MP Level One requirements, SWBT must provide to the Collocator within five business days of the denial a list of all network equipment that SWBT has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds TP 76200MP Level One requirements.

4.2 SWBT is not required to permit collocation of equipment that is not necessary for either access to UNEs or for interconnection with SWBT, nor such as equipment used exclusively for switching or for enhanced services. Nothing in this Agreement requires SWBT to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that SWBT may not place any limitations on the ability of Collocator to use all the features, functions, and capabilities of equipment collocated, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

#### **5.0 DEDICATED COLLOCATION SPACE CHARGES**

5.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Engineering Design Charge and/or application fee. A copy of the Physical Collocation Application may be obtained from your Collocation Services account manager. The Physical Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

5.2 SWBT will contract for and perform the construction and preparation activities underlying the Preparation Charge, including, any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure. Applicable recurring charges will be included in the price quote.

5.3 **Recurring charges.** Collocator shall pay to SWBT a per month for use of the Dedicated Collocation Space. The recurring monthly charges for each Dedicated Collocation Space shall

stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement .

5.4 Collocator shall pay its proportionate share of any reasonable security arrangements SWBT employs to protect SWBT's equipment and ensure network reliability as outlined in section 2.5.

5.5 **Payment of Preparation Charge.** Prior to any obligation on SWBT to start any preparation of the Dedicated collocation space, Collocator shall pay SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

5.6 **Occupancy Conditioned on Payment.** SWBT shall not permit Collocator to have access to the dedicated collocation space for any purpose other than inspection during construction of Collocator's dedicated physical collocation space until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

5.7 **Breach Prior to Commencement Date.** In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the dedicated collocation space but before SWBT has been paid the entire amounts due under this Article, then in addition to any other remedies that SWBT might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

5.8 **Late Payment Charge.** In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's Commission ordered intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

5.9 **Charges will begin to accrue on the Effective Billing Date.** The Effective Billing Date is the date SWBT made the Dedicated Collocation Space available to Collocator.

5.10 **Billing.** Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Collocator.

5.11 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and Collocator and any applicable Commission ordered tariffs.

## **6.0 USE OF DEDICATED COLLOCATION SPACE**

6.1 **Nature of Use** – The dedicated collocation space is to be used by Collocator for purposes of collocating equipment and facilities within SWBT's Eligible Structure for interconnection with SWBT's network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to SWBT's unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, Collocator shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the eligible structure or on the grounds surrounding the building.

6.2 Collocator shall not have access to SWBT's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SWBT equipment or facilities not specifically designated by SWBT for Collocator access.

6.3 **Fiber Entrances** – Collocator shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. Collocator shall be permitted no more than two (2) entrance routes into the building, if available.

6.4 **Demarcation Point** – SWBT shall designate the point(s) of termination within the eligible structure as the point(s) of physical demarcation between Collocator's network and SWBT's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

6.5 **Administrative Uses** – Collocator may use the dedicated collocation space for placement of equipment and facilities only. Collocator's employees, agents and contractors shall be permitted access to the dedicated collocation space at all reasonable times, provided that Collocator's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the dedicated collocation space. Upon the expiration of the Agreement, Collocator shall surrender the dedicated collocation space to SWBT, in the same condition as when first occupied by Collocator, ordinary wear and tear excepted.

6.6 **Threat to Network or Facilities** – Regarding safety and network security, Collocator equipment or operating practices representing a significant demonstrable technical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

6.7 **Interference or Impairment** – Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the dedicated

collocation space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the dedicated collocation space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

**6.8 Personality and its Removal** – Subject to this Article, Collocator may place or install in or on the dedicated collocation space such fixtures and equipment as it shall deem necessary for the conduct of business. Personal property, fixtures and equipment placed by Collocator in the dedicated collocation space shall not become a part of the dedicated collocation space, even if nailed, screwed or otherwise fastened to the dedicated collocation space, but shall retain their status as personality and may be removed by Collocator at any time. Any damage caused to the dedicated collocation space by the removal of such property shall be promptly repaired by Collocator at its expense.

**6.9 Alterations** – In no case shall Collocator or any person purporting to be acting through or on behalf of Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the dedicated collocation space or the Eligible Structure without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Collocator in accordance with SWBT's then-standard custom work order process.

**6.10 Minimum Standards** – This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the SBC Technical Publication 76200MP Level 1 requirements (ii) SWBT's Interconnector's Collocation Service Handbook for Physical Collocation dated June 1, 1999, as may be amended from time to time; (iii) SBC Technical Publication 76300MP, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. Collocator shall strictly observe and abide by each.

**6.11 Revisions** – Any revision to SWBT's Interconnector's Collocation Service Handbook, its Technical Publication 76300MP, any other Technical Publication specified within the Interconnector's Collocation Services Handbook, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the dedicated collocation space or to comply with statutory and/or regulatory requirements shall become effective immediately.

**6.12 Compliance Certification** – Collocator warrants and represents that all equipment or facilities placed in an Eligible Structure shall be in compliance with SBC TP76200MP Level 1 requirements.



6.13 **Power** – Unless otherwise expressly agreed in writing, SWBT will provide for all AC and DC power requirements in the eligible structure. Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example, rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and SWBT's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SWBT's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to Collocator. The use of at least one CIPP will be required with each application. This panel will provide a location for DC power terminations in all physical collocation arrangements. This panel will reside within one of Collocator's equipment bays within their designated space.

## 7.0 RESPONSIBILITIES OF COLLOCATOR

7.1 **Contact Number** – Collocator is responsible for providing to SWBT personnel a contact number for Collocator's technical personnel who are readily accessible 24 hours a day, 7 days a week.

7.2 **Trouble Status Reports** – Collocator is responsible for providing trouble report status when requested by SWBT.

7.3 **Optical Fiber Extension** – Collocator is responsible for bringing its fiber optic cable to the wire center entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the Collocator-provided cable through the cable vault to the dedicated collocation space.

7.4 **Regeneration** – Regeneration of either DS1 or DS3 signal levels may be provided by Collocator, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

7.5 **Removal** – Collocator is responsible for removing any equipment, property or other items that it brings into the dedicated collocation space or any other part of the building. If Collocator fails to remove any equipment, property, or other items from the dedicated collocation space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

7.6 **Collocator's Equipment and Facilities** – Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities placed by

Collocator in the dedicated collocation space. Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the dedicated collocation space:

- A. Its fiber optic cable(s);
- B. Its equipment;
- C. Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on SWBT's equipment;
- D. Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and
- E. The connection cable and associated equipment which may be required within Collocator's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within Collocator's dedicated space.
- F. Any power cables required beyond the SWBT provided CIPP to Collocator's equipment. SWBT must always engineer, furnish and install the CIPP within Collocator-provided equipment bay, the associated power cables to the CIPP from the SWBT provided power distribution source and terminate and test the power cables. The CIPP will be placed within Collocator-provided equipment bay in a location within the bay as designated by Collocator.

**SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.**

**7.7 Verbal Notifications Required** – Collocator is responsible for immediate verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

**7.8 Service Coordination** – Collocator is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

**7.9 Testing** – Collocator is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a Collocator-provided facility or piece of equipment. If SWBT

testing is also required, it will be provided at charges specified in SWBT's FCC ordered Tariff No. 73, Section 12.

## **8.0 VIRTUAL COLLOCATION**

8.1 Virtual Collocation for purposes of this Agreement will be provided pursuant to the terms and conditions of SWBT's Commission ordered Virtual Collocation Tariff(s) (i.e., SWBT's F.C.C. Tariff No. 73). All applicable rates and charges in such Tariff(s) will apply to ASI.

For purposes of this Agreement, the Parties specifically acknowledge and agree that:

ASI may virtually collocate equipment which is used or useful for interconnection or access to UNEs consistent with the terms of this Agreement;

If ASI so chooses, it may maintain ownership of the virtually collocated equipment. However, SWBT will retain responsibility for installation and maintenance of the virtually collocated equipment, and ASI will not have physical access to such equipment. ASI shall be responsible for purchasing and maintaining inventories of spare circuit packs at manufacturer specified levels and for delivering such spare circuit packs to a location mutually agreed to by the Parties;

In the event that ASI wishes to connect to other CLECs or to other ASI collocated equipment in the same central office using direct cabling, ASI shall request such direct cabling on its initial or a subsequent collocation application and SWBT shall include the rate for the direct cabling arrangement(s) in its collocation price quote;

In requesting cabling from ASI's virtually collocated equipment to the SWBT network for purposes of interconnection or access to UNEs, ASI shall request such interconnection cabling on its initial or subsequent collocation application and SWBT shall include the rate for such cabling in its collocation price quote.

## **9.0 CASUALTY LOSS**

9.1 **Damage to dedicated collocation space** - If the dedicated collocation space are damaged by fire or other casualty, and

- A. The dedicated collocation space are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
- B. The dedicated collocation space are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the dedicated collocation space at its expense (as hereafter limited) and rent shall be proportionately abated while Collocator was deprived of the use. If the dedicated collocation space cannot be repaired within ninety (90)

days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to Collocator within thirty (30) days following such occurrence) terminate as of the date of such damage.

Any obligation on the part of SWBT to repair the dedicated collocation space shall be limited to repairing, restoring and rebuilding the dedicated collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by SWBT on request of Collocator; or any fixture or other equipment installed in the dedicated collocation space by Collocator or by SWBT on request of Collocator.

**9.2 Damage to Building** – In the event that the eligible structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the dedicated collocation space may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving Collocator ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

## **10.0 RE-ENTRY**

**10.1** If Collocator shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the dedicated collocation space, expel Collocator and any claiming under Collocator, remove Collocator's property, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have. SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Collocator at any time thereafter.

## **11.0 LIMITATION OF LIABILITY**

**11.1 Limitation** – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of SWBT, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of Collocator or which arise in connection with the use of Collocator-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

**11.1.1** Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

11.1.2 Each Party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other Party's services or equipment except those claims and damages directly associated with the provision of services to the other Party which are governed by the provisioning Party's applicable tariffs.

11.1.3 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

11.1.4 The liability of either Party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, SWBT's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

11.1.5 SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.

11.1.6 When Collocator is provided service under this Agreement, SWBT shall be indemnified, defended and held harmless by Collocator against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

- A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- B. Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or
- C. All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.

11.2 **Third Parties** – Collocator acknowledges and understands that SWBT may provide space in or access to the eligible structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if Collocator requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. Collocator shall save and hold SWBT harmless from any and all costs, expenses, and claims

associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

## **12.0 INDEMNIFICATION OF SWBT**

12.1 In addition to any other provision hereof, Collocator agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Collocator's use of the dedicated collocation space, conduct of its business or any activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or omission of Collocator (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

## **13.0 LIMITATION OF ACTIONS; DISPUTE RESOLUTION**

13.1 **Finality of Disputes** – No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of occurrence which gives rise to the claim.

13.2 **Alternative to Litigation** – The Parties desire to resolve disputes arising in connection with 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 alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

13.3 **Resolution of Disputes Between Parties** – At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.4 **Arbitration** – If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each Party may submit in writing to the other Party, and the receiving Party shall

so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- A. Interrogatories
- B. Demands to produce documents
- C. Requests for admission

Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) 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 upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**13.5 Costs** – Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

#### **14.0 NOTICES**

14.1 Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one Party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT:                      Account Manager - Collocation  
Four Bell Plaza, 9<sup>th</sup> Floor  
311 S. Akard St.  
Dallas, TX 75202-5398

If to Collocator:                Joseph E. Cosgrove  
Vice President, General Counsel & Secretary  
1010 N. St. Mary's, Room 1407  
San Antonio, TX 78215

Either Party hereto may change its address by written notice given to the other Party hereto in the manner set forth above.

## **15.0 COMPLIANCE WITH LAWS**

15.1 Collocator and all persons acting through or on behalf of Collocator shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable Executive, federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

## **16.0 OSHA STATEMENT**

16.1 Collocator, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the dedicated collocation space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of Collocator's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the dedicated collocation space which SWBT has agreed to maintain pursuant hereto.

## **17.0 INSURANCE**

17.1 Coverage Requirements – Collocator shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a Best Insurance rating of A+VII or better, and which is authorized to do business in the jurisdiction in which the dedicated collocation space are located. SWBT shall be named as an additional insured on general liability policy.

- A. Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- B. If use of an automobile is required or if Collocator is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. Collocator hereby waives any rights of recovery against SWBT for damage to Collocator's vehicles while on the grounds



of the eligible structure and Collocator will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of Collocator's employees, contractors, invitees, licensees or agents.

- C. Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- D. Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- E. Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- F. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the eligible structure or the dedicated collocation space. Collocator releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the instance of Collocator by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of Collocator against SWBT for damage to Collocator's fixtures or personal property are hereby waived.

Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

**17.2 Coverage Increases** – The limits set forth in Section 17.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

**17.3 Primary Coverage** – All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

**17.4 Effective Date** – All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's facilities or equipment remains within the dedicated collocation space or the building. If Collocator fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by Collocator.

**17.5 Supporting Documentation** – Collocator shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. Collocator shall arrange for SWBT to receive thirty (30) days advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

**17.6 Carrier Recommendations** – Collocator must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Collocator has already agreed to or to such recommendations as it shall hereafter agree to.

**17.7 Material Breach** – Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

## **18.0 SWBT's RIGHT OF ACCESS**

**18.1** SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the collocation area of the SWBT dedicated collocation space at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocation area dedicated collocation space for purpose of averting any threat of harm imposed by Collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the dedicated collocation space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

## **19.0 MISCELLANEOUS**

**19.1 Variations** – In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

**19.2 Governing Law** – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles thereof.

**19.3 Joint and Several** – If Collocator constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

**19.4 Future Negotiations** – SWBT may refuse requests for space in an Eligible structure if Collocator is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, Collocator hereby releases and holds SWBT harmless from any duty to negotiate with Collocator or any of its affiliates for any additional space or physical collocation.

**19.5 Severability** – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and Collocator shall be construed accordingly.

**19.6 Paragraph Headings and Article Numbers** – The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

**19.7 Entire Agreement** – This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the Parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the Parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein, and there are no other oral or written understandings or agreements between the Parties relating to the subject matter hereof except as may be referenced herein.

**19.8 No Third Party Beneficiaries** – Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a Party hereto.

**19.9 Construction** – This Agreement shall be interpreted and governed without regard to which Party drafted this Agreement.

**19.10 Multiple Originals** – This Agreement may be executed in multiple copies, each of which shall be deemed an original.

**19.11 Wavier of Obligations**

- A. Whenever this Agreement requires the consent of a Party, any request for such consent shall be in writing.
- B. Neither Party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the Parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver,

forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other Collocators.

**19.12 Rights of Review with Remedies** – The Parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

**19.13 Rights Cumulative** – The rights of a Party hereunder are cumulative and no exercise or enforcement by such Party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such Party is entitled to enforce.

**19.14 Binding Effect** – This Agreement is binding upon the Parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either Party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

**19.15 Impossibility of Performance** – Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other Party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the Party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, Collocator's authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

**19.16 Survival** – The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both Parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

**19.17 Successors Bound** – Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, Collocator and their respective successors and, except as otherwise provided herein, assigns.

**19.18 Non-Exclusive Remedies** – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

19.19 **Assignment** – Collocator shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of SWBT which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT including subleased or shared caged physical collocation arrangements.

## **20.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

20.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed and delivered this Agreement as of the day and year first above written.

### **THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.**

SOUTHWESTERN BELL TELEPHONE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

SBC ADVANCED SOLUTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX COMPENSATION**

## **APPENDIX COMPENSATION**

### **1. INTRODUCTION**

- 1.1 Appendix Compensation (for interconnection traffic) discusses various points related to traffic flow and compensation for such traffic. The three main areas of traffic discussed are Local, Transit and Toll Traffic.

### **2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION**

- 2.1 This Section prescribes parameters for traffic exchange trunk groups the Parties shall establish over the Interconnections specified in Appendix NIM. The Parties shall allow for the traffic exchange trunk groups specified in this Appendix and in Appendix ITR.
- 2.1.1 Local Exchange Traffic and IntraLATA Toll Traffic will be transported between the Parties via the Local Interconnection Trunk Group as defined in Appendix ITR. However, either Party may opt at any time to terminate to the other Party overflow Local Exchange Traffic and overflow intraLATA Toll traffic, originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services, subject to the rates, terms and conditions specified in the other Party's standard intrastate commission ordered access tariffs, including any usage-sensitive rates for the Local Exchange or IntraLATA Toll Traffic terminated over the Switched Access Service.
- 2.1.2 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's End Office or tandem in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) Code.
- 2.1.3 Where the Parties deliver over the Local Interconnection Trunk Group(s) miscellaneous calls (e.g., time, weather, NPA-555, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG CLLI Code.
- 2.1.4 N11 codes (e.g. the digits 4-1-1, 6-1-1, 8-1-1, & 9-1-1) shall not be sent between ASI's and SWBT's network over the Local Interconnection Trunk Group.

- 2.1.5 For purposes of compensation under this Agreement, the traffic traded between ASI and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. The Parties agree that Transit Traffic is defined as Local Traffic that has been delivered to SWBT's Tandem from a third party for delivery to another third party's network. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its end users.
- 2.1.6 Local Calls originated by one Party's end user and terminated to the other Party's end user will be classified as "Local Traffic" for purposes of intercompany compensation. The definition of "Local Traffic" is set forth in the Definition Section of the General Terms and Conditions in this Agreement. Calls terminated to numbers assigned to a Rate Center within a local calling scope but where the terminating Party is physically located outside the local calling scope are not considered local calls.
- 2.1.7 SWBT shall deliver all traffic destined to terminate at ASI's End Office in accordance with the serving arrangements defined in the LERG CLLI code, except SWBT will not deliver calls destined to ASI End Office(s) via another LEC's or ASI's tandem.
- 2.1.8 SWBT shall terminate traffic from third party LECs, CLEC's, or Commercial Mobile Radio Services Provider (CMRS) delivered to SWBT's network through ASI's switch utilizing tandem functions. Prior to the routing of such traffic for the first time, the Parties agree to negotiate the issues of network capacity and forecasting caused by such termination. Thereafter, the Parties will agree to mutually review network capacity and forecasting caused by such termination. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.
- 2.1.9 SWBT shall complete traffic delivered from ASI destined to third party LECs, CLEC's or CMRS in the LATA, when these third parties subtend SWBT's tandem(s). (Transit Traffic) SWBT shall have no responsibility to ensure that any third party LEC, CLEC or WSP will accept such traffic. ASI will be responsible for the payment of any applicable reciprocal compensation charges due the third party that terminates this traffic.
- 2.1.10 The Parties agree that traffic bound for Internet Service Providers (ISPs) is not subject to local reciprocal compensation under the terms of this Agreement. Instead, such traffic is subject to Meet-Point Billing (MPB) pursuant to which SWBT and ASI shall recover their costs of terminating



such traffic through their respective charges to their customers in accordance with any applicable regulatory requirements. However, in the event the FCC or PSC rules that local reciprocal compensation is required for any such traffic, the Parties shall negotiate a modification to this Agreement to incorporate such ruling on a prospective basis, including the appropriate rate of any such compensation, subject to any appeals.

### **3. RESPONSIBILITIES OF THE PARTIES**

- 3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the originating Calling Party Number (CPN).
- 3.3 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information.
- 3.4 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party for purposes of reciprocal compensation.
- 3.5 For purposes of reciprocal compensation, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 3.6 Each Party will provide the other, within thirty (30) calendar days or by mutually agreed upon date after the end of each calendar quarter, a usage report with the following information regarding traffic it sent to (i.e. terminated over) the Local Interconnection Trunk arrangements.
  - 3.6.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups; and
  - 3.6.2 Percent Local Usage (PLU) will be negotiated and mutually agreed to by the Parties, and will be used where two-way trunking is utilized.

- 3.7 Each Party represents that it shall not send Local Traffic to the other Party that is destined for the network of a third party unless and until such Party has the authority to exchange traffic with the third party.

#### 4. LOCAL TRAFFIC COMPENSATION

- 4.1 The Section discusses how Compensation will apply to Local Traffic (a.k.a. Local Calls) as defined in the Definition Section of the General Terms and Conditions of this Agreement.

4.2 Applicability of Rates

- 4.2.1 The rates, terms, conditions in this Section 4 apply only to the termination of Local Traffic, unless otherwise noted in this Appendix.

- 4.2.2 Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

4.3 Tandem Served Rate Element

- 4.3.1 A Tandem Served rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the sub-elements (includes Tandem Switching, Switched Transport - Common and Local Switching - Interoffice Terminating) below.

- 4.3.2 Tandem Switching - compensation for the use of tandem switching functions.

- 4.3.3.1 Setup per Call, and

- 4.3.3.2 MOU

- 4.3.3 Switched Transport - Common - compensation for the transmission facilities between the local tandem and the End Offices subtending that tandem.

- 4.3.3.1 Fixed Mileage and

- 4.3.3.2 Variable Mileage

- 4.3.4 Local Switching-Interoffice Terminating - compensation for End Office switching and line terminations functions necessary to complete the transmission.

4.3.4.1 Setup per Call, and

4.3.4.2 MOU

4.4 End Office Served Rate Element

The End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and End Office functions.

4.4.1 Local Switching-Interoffice Terminating – compensation for End Office switching and line terminations functions necessary to complete the transmission.

4.4.1.1 Setup per Call, and

4.4.1.2 MOU

4.5 The Prices for the rate elements described herein are set forth in Appendix Pricing of this Agreement.

**5. TRANSIT TRAFFIC COMPENSATION**

5.1 Transit Traffic allows one Party to send traffic to a third party network through the other Party's Tandem. A Transit Traffic rate element applies to all MOUs between a Party and third party's networks that transit the other Party's Tandem.

5.2 The Local Transit Traffic rate element is set forth in Appendix Pricing.

5.3 If the difference between the local traffic volumes flowing between the two networks is within a 10% differential, the Parties will assess each other the full symmetrical transport and termination rates. The 10% threshold should be calculated on a per-minute basis. When local traffic exceeds the 10% differential, the Parties will discount all amounts over the 10% differential by 75% of the rates.

5.3.1 If either Party receives a call through the other Party's Access Tandem that originates from another LEC, CLEC or Wireless Service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other CLEC or LEC with the exception of the

independent pooling LECs as the same may be agreed to the Parties from time to time.

- 5.4 The Parties agree to enter into their own agreement with third party telecommunications carrier. In the event one Party originates traffic that transits the second Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

**6. RECIPROCAL COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TRAFFIC**

- 6.1 Optional Calling Area Compensation (OCA) - For the SWBT optional calling areas the compensation for termination of intercompany traffic will be at a rate outlined in Appendix Pricing. This terminating compensation rate applies to all traffic to and from the exchange(s) and the associated metropolitan area. SWBT will provide a list of optional calling areas upon request from ASI. This rate is independent of any retail service arrangement established by either Party.
- 6.2 The Parties also agree to apply the OCA compensation rate as outlined in Appendix Pricing per MOU for traffic terminating to ASI end users in other incumbent LEC exchange that share a common mandatory local calling area with all SWBT exchanges that are included in the metropolitan exchange area. SWBT will provide a list of optional calling areas upon request from ASI. This rate is independent of any retail service arrangement established by either Party to their respective end users.
- 6.3 For intrastate intraLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's Commission ordered Intrastate Access Service, not to exceed SWBT's Commission ordered Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's Commission ordered Interstate Access Service Tariff, not to exceed SWBT's Commission ordered Interstate Access Service Tariff.

## 7. INTRALATA INTEREXCHANGE TRAFFIC COMPENSATION

- 7.1 ASI will pay the following rate elements to SWBT for intraLATA toll calls originated by ASI and terminated by SWBT. The rates are as set forth in each Party's applicable Commissioned ordered Intrastate or Interstate Access Service Tariff, not to exceed SWBT's applicable Commission ordered Intrastate or Interstate Access Service Tariff.

7.1.1 Common Switched Transport - where SWBT's tandem is used:

7.1.1.1 Fixed - per minute of use.

7.1.1.2 Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal (V&H) coordinates of the POI, and the SWBT end office or CLC routing points.

7.1.2 Tandem Switching

7.1.3 Local switching

- 7.2 SWBT will pay the following rate elements to ASI for intraLATA toll calls originated by ASI and terminated by ASI. The rates are set forth in each Party's applicable Commission ordered Intrastate or Interstate Access Service Tariff, not to exceed SWBT's Commission ordered applicable Intrastate or Interstate Access Service Tariff.

7.2.1 Common Switched Transport - where SWBT's tandem is used:

7.2.1.1 Fixed - per minute of use.

7.2.1.2 Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the V&H coordinates of the POI, and the SWBT end office or CLC routing points.

7.2.2 Tandem Switching

7.2.3 Local switching

- 7.3 The rates charged under this Section by ASI to SWBT shall be no greater than the rates contained in SWBT's Commission ordered Switched Access Tariff.

**8. ORIGATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC AND/OR ESP (MEET-POINT BILLING ("MPB") ARRANGEMENTS COMPENSATION**

- 8.1 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via SWBT's Access Tandem switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 8.2 The Parties will charge IXCs and ESPs according to access rates as set forth in each Party's own applicable Commission ordered tariff.
- 8.3 Billing to IXCs and ESPs for the Switched Access Services jointly provided by the Parties via MPB arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, ASI is the Initial Billing Company ("IBC") and SWBT is the Subsequent Billing Company ("SBC").
- 8.4 The assignment of revenues, by rate element and the MPB percentages applicable to this Agreement as documented in FCC ordered 4. The actual rate values for each element shall be the rates contained in that Party's own applicable access tariff. The Parties will maintain provisions in their respective Commissioned ordered federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.5 The assignment of revenues, by rate element and the MPB percentages applicable to this Agreement shall be documented in FCC ordered 4. The actual rate values for each element shall be the rates contained in that Party's own applicable access tariffs. The Parties will maintain provisions in their respective Commission ordered federal and state access tariffs, or provisions within the NECA Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.6 As detailed in the MECAB document and in this Agreement, the Parties will, in accordance with the appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably, and promptly bill IXCs and ESPs for Switched Access Services traffic jointly provided by the Parties via the Meet Point Arrangement. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis. Information shall be exchanged in Exchange Message Interface ("EMI") format, on cartridge or via a mutually acceptable electronic file transfer method.

- 8.7 "Meet-Point Billing" or (MPB) refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for Switched Access Service to an IXC and ESP, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.
- 8.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 8.9 Errors may be discovered by ASI, the IXC or SWBT. Both SWBT and ASI agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.
- 8.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate and/or interstate call or based upon at least three (3), but no more than twelve (12) months of prior usage data, if available.
- 8.11 SWBT will provide ASI with a one time list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at the SWBT Access Tandem in order to comply with the MPB Notification process as outlined in the MECAB document.
- 8.12 Initially, SWBT shall provide to ASI the Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten (10) days of the recording date. Subsequently, at a mutually agreed upon time frame, SWBT shall provide ASI the Switched Access Detail Usage Data (category 1101XX records) via electronic data transfer; e.g. Network Data Mover (NDM), on a daily basis, within ten (10) days of the recording date.
- 8.13 Initially, ASI shall provide to SWBT the Switched Access Summary Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten (10) days of the last day of the billing period. Subsequently, at a mutually agreed upon time frame, ASI shall provide SWBT the Switched Access Summary Usage Data (category 1150XX records) via electronic data transfer; e.g. Network Data Mover (NDM), on a monthly basis, within ten (10) days of the last day of the billing period.

- 8.14 When SWBT records SWBT intraLATA 800 usage on behalf of ASI, SWBT will send ASI the Switched Access Detail Usage Data (category 1101XX records) in addition to the other Switched Access Detail Usage Data (category 1101XX records).
- 8.15 If Switched Access Detail Usage Data is not submitted by SWBT in a timely fashion, both Parties will cooperatively work together to estimate the billing to the IXC's in accordance with Commission ordered Access Tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that IXC has in the LATA. This estimate will be billed to the IXC's. If the IXC's do not pay the bills, as a last order of recourse, SWBT shall be liable to ASI for the amount of lost revenue.
- 8.16 If Switched Access Summary Usage Data is not submitted by ASI in a timely fashion, both Companies will cooperatively work together to estimate the billing to the IXC's in accordance with the SWBT Commission ordered Access Tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that IXC has in the LATA. This estimate will be billed to the IXC's. If the IXC's do not pay the bills, as a last order of recourse, ASI shall be liable to SWBT for the amount of lost revenue.
- 8.17 Where a local exchange company's customer originates a call that is carried to a different exchange by an interexchange service provider or an information service provider, the local exchange company's customer is billed for the call by the interexchange service provider; and not by the local exchange company. This end user customer billing situation also exists where an interexchange service provider has established access connections to the network of only one local exchange company but receives interexchange traffic originated by customers of different local exchange companies in that same exchange. In this situation, the local exchange companies are compensated for the use of their networks through the application of Switched Access Service charges to the interexchange service provider under a MPB arrangement. (The two local exchange companies involved do not charge each other for any portion of the call even though the call is exchanged between their networks within the local exchange).



**9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 9.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## APPENDIX DSL

**APPENDIX DSL**  
**(Digital Subscriber Line ("DSL")-Capable Loops)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for providing DSL services in Nevada Bell, Pacific Bell and Southwestern Bell Telephone Company (SBC-7STATE).
- 1.2 As used herein, SBC-7STATE means the above listed ILEC's doing business in Nevada, California, Missouri, Oklahoma, Kansas, Arkansas and Texas.
- 1.3 The term digital subscriber line (DSL) describes various technologies and services. SBC-7STATE's unbundled DSL loop offerings are set forth below for ASI to use in conjunction with their desired DSL technologies and equipment to provision DSL services to their end user customers. The Parties will comply with the FCC's rules on spectrum compatibility and management that enable the reasonable and safe deployment of advanced services prior to the development of industry standards. SBC-7STATE shall publish Technical Publications for the purpose of communicating current standards and their application within the PSTN, as set forth in paragraph 72 of FCC Order 99-48 (rel. March 31, 1999) CC Docket No. 98-147.

**2. UNBUNDLED DSL-CAPABLE LOOP OFFERINGS**

- 2.1 DSL-Capable Loops used with DSL Technology which complies with Existing Industry Standards:
  - 2.1.1 All loops listed in this category support technologies which conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R4). ASI's transmission rate over these DSL Capable Loops shall not be limited, except as may be required to conform to the power and spectrum parameters set forth in the ANSI draft standard. Each PSD referenced below is intended to include all parameters of its representative Spectrum Management Class, as found in the ANSI draft standard.
- 2.2 PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology (PSD #1 VLS Capable Loop) supports:
  - 2.2.1 2-Wire Digital "ISDN Digital Subscriber Line" (IDSL) technology: Separate charges relating to loop qualification and optional

conditioning will not apply to these loops since they are ordered and designed under the current 2-Wire Digital Loop offering (which complies with ANSI standard T1.601), as found in Appendix UNE of this Agreement.

- 2.2.2 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL) at some operating speeds used to provision SDSL: Loop Qualification and optional conditioning as described below are applicable to this 2-Wire VLS Capable Loop for which a copper only facility is ordered.
- 2.3 PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology (PSD #2 LS Capable Loop): The PSD #2 LS Capable Loop supports some operating speeds of technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #2 LS Capable Loop.
- 2.4 PSD #3 Capable Loop - Mid-band Symmetric Technology (PSD #3 MS Capable Loop) supports:
  - 2.4.1 2-Wire Mid-band Symmetric Technology (PSD #3 2-Wire MS Capable Loop): The PSD #3 2-Wire MS Capable Loop supports various 2-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 2-Wire MS Capable Loop.
  - 2.4.2 4-Wire Mid-band Symmetric Technology (PSD #3 4-Wire MS Capable Loop): The PSD #3 4-Wire MS Capable Loop supports various 4-Wire HDSL technologies and some operating speeds of non-standard technologies used to provision SDSL. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 4-Wire MS Capable Loop.
- 2.5 PSD #4 Capable Loop - 2 Wire High-band Symmetric Technology (PSD #4 HS Capable Loop): The PSD #4 HS Capable Loop supports 2-wire HDSL-2 technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #4 HS Capable Loop.
- 2.6 PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology (PSD #5 ADSL-Capable Loop): The PSD #5 ADSL Capable Loop supports the transmission of ADSL technologies which comply with current national standards (ANSI T1.413-1998). Although the current national standard provides for the use of echo cancellation in some situations, ANSI T1E1.4 has determined that echo canceled ADSL

systems interfere with other echo canceled and non-echo canceled systems, thus reducing the reach of all DSL services. Therefore, SBC-7STATE and ASI agree that echo-cancellation will not be deployed on the 2-Wire ADSL Capable Loop. Loop Qualification and optional conditioning as described below are applicable to the PSD #5 ADSL Capable Loop.

- 2.7 PSD #7 2-Wire Capable Loop – 2-Wire Short Reach Very High-band Symmetric Technology (PSD #7 SRVHS Capable Loop): The PSD #7 SRVHS Capable Loop supports 2-wire SDSL technologies operating above 784kbps. ASI shall use the PSD #7 SRVHS Capable Loop in a manner consistent with ANSI T1E1.4/99-002 (R4). Loop Qualification and optional conditioning as described below are applicable to the PSD #7 SRVHS Capable Loop.
- 2.8 Other Industry Standard DSL-capable loops: If an industry standards body adopts other national standard technologies (PSDs) for which SBC-7STATE does not have an existing supporting loop as defined above, SBC-7STATE will provide a loop capable of supporting the new technology for ASI as follows:
  - 2.8.1 If the new technology requires the use of a 2-wire or 4-wire loop materially the same as described above, with materially the same loop conditioning, then SBC-7STATE will provide ASI a loop capable of supporting the new technology at the same rates listed for the appropriate 2-wire and 4-wire loops and associated loop conditioning as needed. SBC-7STATE will supply ASI with the appropriate ordering procedures within fifteen (15) business days of ASI's request for a loop capable of supporting the new technology.
  - 2.8.2 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology. If negotiations fail, disputes between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9 Non-Standard Dsl-Capable Loops:

2.9.1 Approved or successfully deployed non-standard DSL technologies:

In addition to DSL capable loops referenced in subsection A above, non-standard DSL technologies which have been approved by the FCC or any state commission or which have been successfully deployed by any carrier without significantly degrading the performance of other services are presumed acceptable for deployment. SBC-7STATE will provide a loop capable of supporting a new, non-standard technology approved by a commission or successfully deployed for the ASI as follows: If the new technology requires the use of a 2-Wire or 4-Wire loop materially the same as described above, with materially the same loop conditioning, then SBC-7STATE will provide ASI a loop capable of supporting the new technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. SBC-7STATE will supply ASI with the appropriate ordering procedures within fifteen (15) business days of ASI's request for a loop capable of supporting the new technology.

2.9.1.1 If the new technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire DSL Capable Loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology and for loop qualification and conditioning if needed. If negotiations fail, dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology, shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.9.2 Other non-standard DSL technologies: ASI may deploy new technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the ASI can demonstrate to the state commission that the particular technology

will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on ASI to make the appropriate showing.

2.9.2.1 Upon request by ASI, SBC-7STATE will cooperate in the testing and deployment of new technologies or may direct ASI, at ASI's expense, to a third party laboratory for such evaluation.

2.9.2.2 If it is demonstrated that the new technology will not significantly degrade the other advanced services or traditional voice based services, SBC-7STATE will provide a loop to support the new technology for ASI under the same terms and conditions as set forth in subsection 1 above.

2.9.3 Each Party agrees that should it cause any non-standard DSL technologies described in Sections 2.9.1 and 2.9.2 above to be deployed or used in connection with or on SBC-7STATE facilities, that Party (the Indemnifying Party) will assume full and sole responsibility for any damage, service interruption or other telecommunications service degradation affects and will indemnify the other Party (the Indemnified Party) for any damages to the Indemnified Party's facilities, as well as any other claims for damages, including but not limited to direct, indirect or consequential damages made upon the Indemnified Party by any provider of telecommunications services or telecommunications user (other than any claim for damages or losses alleged by an end user of the Indemnified Party for which the Indemnified Party shall have sole responsibility and liability), when such arises out of, or results from, the use of such non-standard DSL technologies by the Indemnifying Party. Further, the Indemnifying Party agrees that it will undertake to defend the Indemnified Party against and assume payment for all costs or judgments arising out of any such claims made against the Indemnified Party.

2.9.4 For such non-standard DSL technologies deployed under sections 2.9.1 and 2.9.2 above, once national ANSI standards are adopted, ASI shall begin the process of bringing its deployed DSL technologies into compliance with such new standards within thirty (30) calendar days and shall complete the transition within one hundred eighty (180) calendar days.

2.9.5. Until such time the FCC defines the term more precisely, "significantly degrade" is defined as an action that noticeably impairs a service from a user's perspective. FCC Order 99-48, Paragraph 66.

### **3. PRE-QUALIFICATION OF LOOPS**

- 3.1 SBC-7STATE will make available the capability for ASI to pre-qualify loops on a mechanized basis through enhancements to Verigate/Data Gate OSS interfaces. In order to obtain access to this OSS functionality, ASI must have the applicable rates, terms and conditions for such OSS in its Agreement. PSD #1 Capable Loops which are ordered as 2-wire digital loops will not require or benefit from this process as they are qualified for use on any facility designed to support ISDN. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. Loop makeup and spectrum inventory data are not available through this process. This is an optional service at no cost to ASI.
- 3.2 In the event ASI desires a manual pre-qualification arrangement, SBC-7STATE will negotiate a rate, along with terms and conditions for handling such inquiries on a manual basis.

### **4. LOOP QUALIFICATION**

- 4.1 SBC-7STATE will use a loop qualification process (Loop Qualification) in connection with provisioning DSL Capable Loops requiring spectrum management and "copper only" facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length and existence of load coils, repeaters, and bridge tap. Spectrum management analysis is also performed, and spectrum inventory data (i.e. disturber occurrence) is also provided. SBC-7STATE will provide loop qualification data and conditioning recommendations for the requested technology. ASI shall pay the rate set forth below for each Loop Qualification performed by SBC-7STATE, whether or not any loop is identified which will support the desired technology.
- 4.2 Until a mechanized process is in place for Loop Qualification, requests for Loop Qualification shall be submitted to SBC-7STATE on a manual basis. A standard Loop Qualification interval of three (3)-five (5) business days is available for requests in markets where the Loop Qualification process is currently in place.



- 4.3 If the results of the Loop Qualification indicate that the loop is less than 12,000 feet and meets the Technical Parameters for PSD #5 ADSL Capable Loop without additional conditioning, ASI will be notified, provided loop makeup data and the charges set forth below for the DSL Capable Loop and Cross-Connect will apply if such loop is ordered by ASI. Should the loop meet SBC-7STATE design requirements but not function as desired by ASI, ASI may request, and must pay for, any requested conditioning at the rates set forth below. Loops less than 12,000 feet that do not meet SBC-7STATE's design criteria for the PSD #5 ADSL Capable Loop, but that could be conditioned to meet the minimum requirements defined in the associated SBC-7STATE Technical Publications through the removal of load coils, bridged taps and/or repeaters will be so conditioned at no charge to ASI.
- 4.4 If the results of the Loop Qualification indicate that conditioning is recommended to permit use of such loop for a requested PSD, ASI will be provided conditioning recommendations and the associated loop makeup data. The charges set forth in the Appendix Pricing for conditioning the DSL Capable Loop and the associated Cross-Connect will apply if such loop is ordered by ASI as recommended. ASI may order the loop without conditioning if desired.

## **5. SERVICE PERFORMANCE**

- 5.1 If the results of the Loop Qualification indicate: (i) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop, but will do so with optional conditioning and ASI elects to order such loop without all the recommended conditioning; or (ii) that the loop is between 12,000 feet and 17,500 feet and does not meet the Technical Parameters for the PSD #5 ADSL Capable Loop and will not do so even with optional conditioning and ASI elects to order such loop with some or all of the conditioning; or (iii) that the loop exceeds 17,500 feet and ASI elects to order the loop with or without any of optional conditioning; then SBC-7STATE will not apply maintenance performance measures to the loop, nor will SBC-7STATE be held responsible for any service-related issues on such loop; provided, however, SBC-7STATE will maintain electrical continuity and line balance on the loop at parity with SBC-7STATE's Commission ordered tariffed POTS services. ASI will not hold SBC-7STATE responsible and will indemnify and hold SBC-7STATE harmless from any claims by ASI and/or ASI's end users for any damages arising from SBC-7STATE's provision of such loop.
- 5.2 Unconditioned or partly conditioned loops in excess of 12,000 feet for which SBC-7STATE has recommended conditioning, will not be included

in any service performance measurements. No DSL Capable Loops in excess of 17,500 feet will be included in any performance measurements.

- 5.3 If ASI specifies non-shielded cross connects and tie cables be used on a PSD #5 ADSL Capable Loop request, SBC-7STATE will not apply maintenance performance measures to the loop, nor will SBC-7STATE be held responsible for any service-related issues on such loop; provided, however, SBC-7STATE will maintain electrical continuity and line balance on the loop at parity with SBC-7STATE's Commission ordered tariffed POTS services. ASI will not hold SBC-7STATE responsible and will indemnify and hold SBC-7STATE harmless from any claims by ASI and/or ASI's end users for any damages arising from SBC-7STATE's provision of such loop.

## 6. MAINTENANCE

- 6.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where ASI has requested that no conditioning be performed, SBC-7STATE's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at ASI's request, SBC-7STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to ASI any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

## 7. PROVISIONING AND INSTALLATION

- 7.1 The provisioning and installation interval for DSL loops that are materially the same, as defined above, where no conditioning is requested, will be five (5) to seven (7) business days after the Loop Qualification process is complete, or the provisioning and installation interval applicable to SBC-7STATE's Commission ordered tariffed DSL-based services, whichever is less. The provisioning and installation intervals for DSL Capable Loops where conditioning is requested will be fifteen (15) business days for loops up to 17,500 feet, or the provisioning and installation interval applicable to SBC-7STATE's Commission ordered tariffed DSL-based services where conditioning is required, whichever is less. A DSL Capable Loop in excess of 17,500 feet where conditioning is requested will have a provisioning and installation interval agreed upon by the Parties for each instance of special construction. PSD #1 VLS Capable Loops using the ISDN standard will be ordered and provisioned under the terms of the 2-Wire Digital Loop as described in Appendix UNE of this Agreement.

- 7.2 Subsequent to the initial order for a DSL Capable Loop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a DSL Capable Loop, no additional service order charges shall be assessed, but may be due date adjusted as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.3 ASI requests for expedited provisioning of DSL loops will be managed under as a coordinated cut project with due dates negotiated by the Parties as described in the underlying agreement.

## **8. SPECTRUM MANAGEMENT**

- 8.1 In order to protect the integrity of the network, ASI agrees to use the DSL Capable Loops in a manner consistent with the industry standards referenced above. ASI agrees not to exceed the power levels or other technical parameters specified in such industry standards without the specific written consent of SBC-7STATE.
- 8.2 Spectrum management, defined to include binder/cable administration as well as deployment practices (e.g. the rules for testing and implementing DSL- based and other advanced services), is essential to the success of advanced services deployment (FCC Order 99-48, Paragraphs 70-77). SBC-7STATE provides ASI with nondiscriminatory access to its spectrum management procedures and policies through the publication of Technical Publications as referenced above and periodic forums.
- 8.3 For spectrum management purposes, SBC-7STATE will inventory a PSD #5 ADSL Capable Loop at the operating speed range for which it was qualified, solely for purposes of inventory and maintenance assurance, and not for the purpose of limiting ASI's transmission speeds over such loop. SBC-7STATE may use a selective feeder separation method to manage the spectrum. As such a method is implemented or modified, SBC-7STATE shall comply with any appropriate national standards. SBC-7STATE shall apply such program fairly and equally to SBC-7STATE unbundled DSL Capable Loops and to SBC-7STATE's Commission ordered tariffed DSL-based services. SBC-7STATE agrees that ASI's order for a PSD #5 ADSL Capable loop will not be delayed by any lack of availability of a specific binder group. Rather, SBC-7STATE will provision the loop and may later reconfigure the loop into a designated binder group. Other DSL Capable Loops will not require the use of a specific binder group or selective feeder separation. However, if appropriate spectrum cannot be found in any

available facility (i.e., the loop is incapable of supporting DSL-based services due to interference measured in accordance with the standards set forth in ANSI T1E1 99/002(R4), SBC-7STATE will not provision the loop. In such case, SBC-7STATE will disclose to ASI the specific reason for rejecting ASI's loop request including the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. Should a national standard for spectrum management be developed that differs from SBC-7STATE's Technical Publications, SBC-7STATE shall modify its Technical Publications, and the Parties will negotiate the method for managing interference consistent with such national standard.

- 8.4 ASIs use of any SBC-7STATE network element, or of its own equipment or facilities in conjunction with any SBC-7STATE network element, will not materially interfere with or impair service over any facilities of SBC-7STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-7STATE may discontinue or refuse service if ASI violates this provision, provided that such termination of service will be limited to ASI's use of the element(s) causing the violation.

**9. RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES**

- 9.1 SBC-7STATE's rate for DSL Capable Loops, and associated charges, are set forth on Appendix Pricing, which is attached hereto and incorporated herein by reference.

**10. RESERVATION OF RIGHTS**

- 10.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). Any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, or any other proceeding, the Parties shall expend diligent efforts to arrive at

an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement.

- 10.2 SBC-7STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

## **11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

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

## **APPENDIX FCC MERGER CONDITIONS**

## **APPENDIX FCC MERGER CONDITIONS**

This FCC Merger Conditions Appendix sets forth certain terms and conditions SWBT and ASI are entering into as a direct result of the proposed SBC Communications Inc. and Ameritech Corporation merger conditions pending at the FCC Communications Commission ("FCC") in CC Docket No. 98-141 ("Merger Conditions").

### **1.0 Compliance**

- 1.1 SWBT and ASI want to ensure compliance with such Merger Conditions as to the provision of Advanced Services, as that term is defined in the Merger Conditions, in the event the FCC issues a final order and the merger closes between SBC Communications Inc. and Ameritech Corporation.
- 1.2 SWBT and ASI agree to abide by and incorporate by reference into this Appendix the Merger Conditions.

### **2.0 Name, Trademarks and Service Marks**

The Parties understand and agree that ASI may use SWBT'S name, trademarks, or service marks on an exclusive basis pursuant to the Merger Conditions.

### **3.0 Operational Support Systems ("OSS")**

- 3.1 Consistent with the Merger Conditions, SWBT will provide ASI with access to any enhancements to OSS that may result from SBC's merger with Ameritech.
- 3.2 Advanced Services OSS Discounts. Consistent with the Merger Conditions, until SWBT has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services components in satisfaction of the Merger Conditions and the EDI interface is used by ASI for pre-ordering and ordering a substantial majority (i.e., at least 75 percent of pre-order inquiries and at least 75 percent of orders) of the Advanced Services components ASI uses in the relevant geographic area, SWBT shall, beginning thirty (30) days after the Merger Closing date, make available to ASI a discount of 25 percent from the recurring and nonrecurring charges (including 25 percent from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area. Such discounts shall not apply retroactively to charges incurred prior to the effective date of the discounts but will apply to charges incurred after the effective date of the discounts for both (i) recurring charges for qualifying loops



in-service; and (ii) recurring and non-recurring charges for new installations of qualifying loops. SWBT may provide such promotional discounts through credits, true-ups, or other billing mechanisms, provided, however, that such credits, true-ups, or other mechanisms are applied within sixty (60) days of the initial billing for the service. To obtain such discounts, ASI must provide written notification to SWBT identifying the unbundled loops that it is using to provide an Advanced Service.

- 3.3 Consistent with the Merger Conditions, SWBT will provide ASI with nondiscriminatory access to the OSS functions for pre-ordering, ordering and provisioning of DSL capable loops.
- 3.4 Consistent with the Merger Conditions, until SWBT develops and deploys enhancements to its existing Datagate and EDI interfaces as described in such Merger Conditions, SWBT/Nevada Bell/Pacific shall provide ASI in SWBT's Service Area, not later than 180 days after the Merger Closing Date, with access to the same pre-order interface(s) utilized by SWBT's retail operations in those States to obtain theoretical local loop length information or, in the alternative, SWBT's retail operations shall utilize the same Datagate and/or Verigate pre-order interfaces that are available to unaffiliated telecommunications carriers to obtain theoretical loop length information.

#### 4.0 Provisioning of Advanced Services

- 4.1 The Parties agree that ASI may provide Advanced Services through SWBT in any state SWBT operates until ASI has obtained all necessary state authorizations and approvals to provide Advanced Services in such state.
- 4.2 The Parties agree that they will cooperate and use their best efforts such that ASI will be able to provide activations to new customers for Advanced Services and SWBT will transfer embedded customers of Advanced Services to ASI, according to the terms and conditions set out in the Merger Conditions. The Parties will cooperate and use their best efforts to provide Advanced Services to embedded and new customers during the transition period in the manner provided for in the Merger Conditions.
- 4.3 The Parties agree to cooperate and use their best efforts to fulfill their respective obligations under the "steady-state" provisions of the Merger Conditions.

5.0 Performance Measures

In addition to Performance Measures provided for in Appendix Performance Measures of this Interconnection Agreement, SWBT agree to make available to ASI performance measures pursuant to the terms of the Merger Conditions.

6.0 Changes to Proposed Conditions

- 6.1 SWBT and ASI recognize that as of the date of this Agreement, the Merger Conditions described in this Appendix are proposals at the FCC and may be subject to change in the final order issued by the FCC in CC Docket No. 98-141.
- 6.2 In the event the FCC's final order in CC Docket No. 98-141 changes, modifies, adds or deletes any of the proposed Merger Conditions, the Parties agree that the FCC's final order controls and takes precedence over the proposed Merger Conditions herein and in such event, , the Parties agree to abide by the terms of the Intervening Law provisions found in Section 21 of the General Terms and Conditions of this Agreement.

7.0 Effective of Final FCC Order and Merger Closing

- 7.1 The Parties recognize that the FCC has not issued a final order in CC Docket No. 98-141 as of the date of this Agreement. The terms and conditions of this Appendix are expressly contingent upon such an order and closing of the merger between SBC Communications Inc. and Ameritech Corporation.
- 7.2 If the conditions precedent in Section 7.1 of this Appendix are not met, this Appendix has no force and effect, unless otherwise agreed to by the Parties in writing.
- 7.3 The terms in this Appendix are expressly subject to Section 5.0, Effective Date, Term and Termination of the General Terms and Conditions of this Interconnection Agreement. Nothing herein shall be construed to supersede the "Separate Affiliate Sunset Provisions" and the "Sunset Provisions" set forth in the Merger Conditions.

## **APPENDIX FGA**

## **APPENDIX FGA Feature Group A**

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

### **I. DEFINITIONS**

- A. Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- B. The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- C. Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- D. Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- E. The Primary Company denotes the Party with the Primary office(s).
- F. The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- G. The Secondary Company denotes the Party with the secondary office(s).
- H. The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

- I. Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- J. Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the FCC Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- K. Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

## **II. UNDERTAKING OF THE PARTIES**

- A. The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Revenue distribution will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within thirty (30) days of its effective date, the Primary company may delay implementation of the new rate until the next month's revenue distribution cycle, and will not be required to adjust the previous bills retroactive.
- B. Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

## **III. ADMINISTRATION OF REVENUE DISTRIBUTION**

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

## **IV. MINUTES OF USE (MOU'S) DEVELOPMENT**

- A. The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

**V. TERMINATING MOU'S DEVELOPMENT**

- A. Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- B. Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

**VI. ORIGINATING MOU'S DEVELOPMENT**

- A. The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ration of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- B. The Parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

**VII. CALCULATION OF REVENUE DISTRIBUTION**

- A. The amount of premium or non-premium revenues due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.A. and B. above. These switched access tariff rate elements will not exceed the switched access tariff rate elements for SWBT.
- B. Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.A. and B. above) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

**VIII. REVENUE DISTRIBUTION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS**

- A. The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
1. The total number of non-premium or premium terminating MOUs and revenue.
  2. The total number on non-premium or premium originating MOUs and revenues.
  3. The total compensation due the Secondary Company, by rate element.
  4. The number of terminating MOUs recorded by the Primary Company.
  5. The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3 contained herein.
  6. The number of access lines used to prorate originating usage pursuant to Section 4.3 contained herein.
  7. The percent ownership factor, if any, used to prorate Local Transport revenues.
  8. Adjustments for uncollectibles.
- C. Within sixty (60) Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

**IX. MISCELLANEOUS PROVISIONS**

- A. This Appendix will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

**X. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.



**EXHIBIT A**

**EAS LOCATIONS FOR ORIGINATING AND TERMINATING  
FEATURE GROUP A ACCESS SERVICE**

Primary Office Company

Secondary Office Company

CLLI CODE    NPA-NXX

CLLI CODE    NPA-NXX    ACCESS LINE

**EXHIBIT B**

Location for LATA Wide Termination  
of Feature Group A Access Service in  
Non-EAS Calling Areas

**SECONDARY OFFICE COMPANY**

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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## **APPENDIX HOST**

## APPENDIX HOST

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for ASI for: (1) the provision of billable message data and/or access usage data received from ASI for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS); or (2) billable message data and/or access usage data received from other Local Exchange Carriers (LECs) or CLECs or from CMDS to be distributed to ASI. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

### **I. RESPONSIBILITIES OF THE PARTIES**

- A. All data forwarded from ASI must be in the industry standard EMR format in accordance with Telcordia Practice BR 010-200-010. ASI is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Telcordia Client Company Calling Card and Third Number Settlement (TCC CATS) System. ASI acknowledges that the only message records subject to this Appendix Host are those that arise from LEC or ASI transported billable messages and/or access usage records to be used by a LEC or ASI for the purpose of billing access to an IXC.
- B. When ASI delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from ASI, perform edits to make message detail and access usage records consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If ASI is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an ASI location, SWBT will use its in region data network to receive this data from other LECs or CLECs or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing ASI location.

## **II. BASIS OF COMPENSATION**

- A. ASI agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from ASI and destined for delivery to another location for billing, at the rates outlined in Appendix Pricing.
- B. As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the TCC CATS, as needed.
- C. ASI agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to ASI, at the rate outlined in Appendix Pricing.

## **III. LIABILITY**

- A. Any failure to populate accurate information in accordance with Section I. para. A. above, will be the responsibility of ASI.
- B. SWBT will not be liable for any costs incurred by ASI when ASI is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.
- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- E. ASI agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by ASI, its customers or end users. ASI shall defend SWBT against all end user claims just as if ASI had provided such service to its end users with its own employees.

- F. ASI also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

#### **IV. DISCLAIMER OF WARRANTIES**

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ASI WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

#### **V. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX ITR (Trunking Requirements)**

## **APPENDIX ITR (TRUNKING REQUIREMENTS)**

This Appendix provides descriptions of the trunking requirements for ASI and SWBT interconnection. The attached scenarios depict the recommended trunk groups for local interconnection, IntraLATA Toll Traffic, interLATA "meet point" traffic, mass calling, E911 and Operator Services. All references to incoming and outgoing trunk groups are from ASI.

### **I. LOCAL TRAFFIC AND INTRALATA TOLL TRAFFIC**

#### **A. Tandem Trunking**

When SWBT has a combined local and access tandem in an exchange, IntraLATA Toll Traffic may be combined with the Local Traffic on the same trunk group. When SWBT has more than one combined local and access tandem in an exchange, ASI shall provide a separate trunk group to each SWBT tandem. When there are separate SWBT access and local tandems in an exchange, a separate Local trunk group shall be provided to each local tandem and a separate IntraLATA toll trunk group shall be provided to each access tandem. When SWBT does not have a local tandem in an exchange, ASI must provide a trunk group to each end office in that exchange.

These trunk groups shall be two-way operation, carrying ASI terminating traffic (SWBT to ASI) in addition to SWBT terminating (ASI to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in Section I, para. C and Section X of this Appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A primary high usage (PH) group will be established on the SWBT facilities and an Alternate Final (AF) group on ASI facilities. Engineering of these two groups shall result in approximately equally sized groups. When a meet point facility arrangement is used, a single two-way group will be established. For administrative consistency ASI will have control for the purpose of issuing ASR's on two-way groups. SWBT will use the TGSR, as described in Section IX, para. B of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

These groups will utilize SS7 or MF protocol signaling.

#### **B. Direct End Office Trunking**

Parties shall establish direct end office PH trunk groups when end office terminating traffic requires twenty-four (24) or more trunks or when no local



tandem is present in the exchange. Overflow from either end of the direct end office trunk group will be alternate routed to the tandem interconnection trunk group, then classified as an Alternate Final (AF) group. If ASI has established collocation to the end office, the trunks shall be provisioned over ASI collocation facility. If ASI has no collocation facilities, SWBT shall provision the trunks from the POI to the end office. All traffic received by this trunk group from ASI must terminate in the end office, i.e. no tandem switching will be performed in the end office. The number of digits to be received by the SWBT end office shall be mutually agreed upon by the Parties. This trunk group shall be two-way operation, carrying ASI terminating traffic (SWBT to ASI) and SWBT terminating (ASI to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in Section I, para. C and Section X of this Appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A PH group will be established on the SWBT facilities and an intermediate high usage (IHU) group on ASI facilities. Engineering of these two groups shall result in approximately equally sized groups. The PH group will overflow to the IHU, and the IHU group will overflow to the tandem AF group. When a meet point facility arrangement is used, a single two-way PH group may be provided. For administrative consistency ASI will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the TGSR, as described in Section IX, para. B of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

These groups will utilize SS7 or MF protocol signaling.

#### C. Two-Way Trunking

Two-way trunking is conditional on both parties agreeing to a timeline for implementation of an exchange of traffic data and implementing such an exchange within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. Parties agree to exchange traffic data using the Data Interexchange Carrier (DIXC) process via a Network Data Mover (NDM) or FTP computer to computer file transfer interface as defined in Section X of this Appendix. Refer to Section X for further discussion of data exchange arrangements. In the event that parties have not agreed to a timeline for implementation of an exchange of traffic data, interconnection trunks will be provided on a one-way basis until such time as the parties reach agreement on a timeline. Unless agreed upon by both parties, one-way arrangements shall not exceed one year. Where one-way arrangements have been place for one year or longer and no agreement for a timeline for exchange of data, SWBT may at its

sole option discontinue the interconnection arrangements described herein. Two-way trunking will be jointly provisioned and maintained. For administrative consistency ASI will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the TGSR, as described in Section IX, of para. B of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

Please refer to Section IX, para. B for additional information regarding the ordering process.

Conversion from one-way trunking to two-way trunking shall be undertaken on a project basis. Mutually agreed upon strategies will be developed during conversion process negotiation.

## **II. ACCESS TOLL CONNECTING TRUNKS**

InterLATA traffic shall be transported between ASI Central Office and the SWBT access tandem over a "meet point" trunk group separate from local and IntraLATA Toll Traffic. The access toll connecting trunk group will be established for the transmission and routing of Exchange Access traffic between ASI's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, ASI shall utilize an access toll connecting trunk group to one SWBT tandem within the exchange in one state provided all IXCs are required to have a POP in each tandem, in order to prevent double-tandeming calls from a ASI on one tandem and an IXC on another. If the exchange crosses over two states, ASI will need to interconnect with one access tandem in each state. This trunk group shall be two-way and Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in Section X of this Appendix. This trunk group will utilize SS7 or MF protocol signaling. For administrative consistency ASI will have control for the purpose of issuing ASR's on this two-way trunk group. SWBT will use the TGSR, as described in Section IX, para. B of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

## **III. 800 (888) TRAFFIC**

- A. If ASI chooses SWBT to handle 800 (888) database queries from its central office switches, all ASI originating 800 (888) service queries will be routed over the access toll connecting trunk group. This traffic will include a combination of both Interexchange Carrier 800 (888) service and LEC 800 (888/877) service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.
- B. ASI may handle its own 800 database queries from its switch. If so, ASI will determine the nature (Intra-LATA/Inter-LATA) of the 800 call based on the

response from the database. If the query determines that the call is an intra-LATA 800 number, ASI will route the post-query intra-LATA converted ten-digit local number to SWBT over the intra-LATA/Local trunk group. If the query reveals the call is an inter-LATA 800 number, ASI will route the post-query inter-LATA call (800/888 number) directly from its switch for carriers interconnected with its network or over the access toll connecting group to carriers not directly connected to its network but are connected to SWBT's access tandem. Calls will be routed to SWBT over the intra-LATA/Local and inter-LATA trunk groups within the LATA the calls originate in.

#### IV. E911

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which ASI offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. ASI will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

#### V. MASS CALLING (PUBLIC RESPONSE CHOKE NETWORK)

- A. A dedicated trunk group shall be required to the designated Public Response Choke Network access tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. ASI will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

It is recommended that this group be sized as follows:

<10000 access lines (AC)	2 trunks (min)
10001 to 20000 AC	3 trunks
20001 to 30000 AC	4 trunks
30001 to 40000 AC	5 trunks
40001 to 50000 AC	6 trunks
50001 to 60000 AC	7 trunks
60001 to 75000 AC	8 trunks
>75000 AC	9 trunks (max)

- B. If ASI should acquire a Mass Calling customer, i.e. a radio station, ASI shall order a one-way outgoing SS7 or MF trunk group from the SWBT Choke Serving Office to ASI customer's serving office.
- C. If ASI finds it necessary to issue a new choke telephone number to a new or existing mass calling customer, ASI may request a meeting to coordinate with SWBT the assignment of choke telephone number from the existing choke NXX. In the event that ASI establishes a new choke NXX, ASI must notify SWBT a

minimum of ninety (90) days prior to deployment of the new choke NXX. SWBT will perform the necessary translations in its end offices and tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SWBT Public Response Choke Network access tandem to ASI's choke serving office.

## VI. OPERATOR SERVICES

### A. Operator Contract with SWBT:

#### 1. Directory Assistance (DA):

ASI may contract for DA services only. A segregated trunk group for these services will be required to each SWBT TOPS tandem within the LATA. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). ASI will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

#### 2. Directory Assistance Call Completion (DACC):

ASI contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SWBT TOPS tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). ASI will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

#### 3. Busy Line Verification (BLV/I):

When SWBT is contracted as the Operator Services Provider for a ASI, SWBT will be able to perform BLV/I for the lines being served. When an end user requests BLV/I, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's TOPS Tandem to ASI switch. ASI will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

#### 4. Operator Assistance (0+, 0-):

This service requires a one-way trunk group from ASI switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with a traffic use code of ET with modifier CMFJ (0-, 0+, DA, DACC). If DA is not required or is transported on a segregated trunk group, then the group will be designated with a traffic use code of ET with modifier CM2J.

Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. ASI will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5. 10 Digit – Exchange Access Operator Services Signaling:

10 Digit – ASI will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access end offices (EAEO) to the TOPS switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

6. OS QUESTIONNAIRE

If ASI chooses SWBT to provide either OS and/or DA, then ASI agrees to accurately complete the OS Questionnaire found on the CLEC website prior to submitting ASRs for OS and DA trunks.

**VII. TRUNK DESIGN BLOCKING CRITERIA**

Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. These objectives provide for an overall two percent (2%) Design Blocking Objective (DBO) for end user to end user local traffic. An overall one percent (1%) DBO shall be the standard for IntraLATA Toll Traffic, combined local and IntraLATA Toll Traffic, 911 and Operator Services traffic. An overall one-percent (1%) DBO is the industry standard and access tariff requirement for InterLATA Toll Traffic between the end user and the IXC customer point of interconnection. This limits end office to Access Tandem DBO to one-half percent (1/2%). Trunk requirements shall be based upon a time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal Wilkinson Trunk Group Capacity algorithms [use Medium day-to-day Variation and 1.0 Peakedness factor until traffic data is available].

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct	2%
Intra-LATA	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Inter-LATA Tandem	0.5%
Busy Line Verification-Inward Only	1%

### **VIII. FORECASTING/SERVICING RESPONSIBILITIES**

- A. Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts are to be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SWBT General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in Telcordia (formerly known as Bellcore) documents BR795-100-100 and BR795-400-10 respectively. Inquiries pertaining to use of Telcordia Common Language Standards and document availability should be directed to Telcordia at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).
- B. SWBT and ASI shall be jointly responsible for forecasting and servicing two-way trunk groups. SWBT shall be responsible for forecasting and servicing the one-way trunk groups terminating to ASI and ASI shall be responsible for forecasting and servicing the one-way trunk groups terminating to SWBT, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in Telcordia (formerly known as Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications. This document may be purchased by contacting Telcordia at 1-800-521-2673.

### **IX. TRUNK SERVICING**

- A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR.
- B. All Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party has administrative control, that Party shall submit a TGSR to the Control Party. If agreeable, the Party with administrative control will respond by issuing an ASR within 10 days of receipt. If the control Party does not agree, the control Party will initiate a joint planning discussion within 10 days. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. Telcordia Special Report STS000316 describes the format and use of the TGSR. Contact Telcordia at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving an ASR will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days after receipt of the ASR.

- C. The Parties will process trunk service requests submitted via a properly completed ASR within twenty (20) business days of receipt of such ASR unless defined as a major project, as stated in para. D below. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted customer desired due dates. Facilities must also be in place before trunk orders can be completed.
- D. Orders that comprise a major project, i.e. five (5) DS1's or more shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- E. In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to a bona fide end user demand, such Party may designate its ASR as an "expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval. Expedite charges will apply as outlined in the main agreement. Trunk groups must be at 85% or greater utilization in order to qualify for expedited order processing.
- F. If ASI is unable or is not ready to perform acceptance test by the plant test date, or is unable to accept the local interconnection service trunk(s) by the due date, ASI will provide SWBT with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If ASI requires a service due date more than forty-five (45) days after the original service due date, the ASR must be canceled by ASI. Should ASI fail to cancel such an ASR, SWBT will treat that ASR as though it had been canceled.
- G. Utilization shall be defined as trunks required as a percentage of trunks in service. Trunks required shall be determined using methods described in Section VIII, para. B using design blocking objectives stated in Section VII.
- H. Each Party shall be responsible for engineering their networks on their side of the POI.

**X. SERVICING OBJECTIVE/DATA EXCHANGE**

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time

consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective. However, a study period on occasion may be less than twenty (20) days but at minimum must be at least three (3) days to be utilized for engineering purposes, although with less statistical confidence.

Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Therefore, as a condition for the establishment or conversion to two-way trunking, Parties must have agreed to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. Parties agree to utilize the SWBT Trunk Group Serial Number (TGSN) (also referred to as the Two Six Code [TSC] on the ASR) as a common identifier for each trunk group in the exchanged data base records. Other data elements, in addition to the TSC, such as common language codes of the end offices, start dates and times of the collection period, etc. shall also be exchanged. Exchange of data on one-way groups is optional.

## **XI. SPECIFICATIONS**

All DS-1 and DS-3 facilities utilized for trunking established or employed by the Parties for purposes of this Appendix shall meet the specifications set forth in SWBT's TP-76625 dated June, 1990 and TP-76839 dated January, 1996.

## **XII. TRUNK FACILITY UNDER UTILIZATION**

- A. If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis for each month of any three (3) month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives identified in Section VII of this Appendix shall be maintained.
- B. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry a KE Trunk Type Modifier in the CLCI-Message code. Trunk groups



configured for 64CCC and not used to carry CSD ISDN calls shall carry a KEV Trunk Type Modifier in the CLCI-Message code.

- C. Installation, Maintenance, Testing and Repair. SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for interconnection trunks as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. ASI shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith and supplement the ASR to indicate the change.

### **XIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX ITR -SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM  
 WITHOUT DIRECT END OFFICE TRUNKING

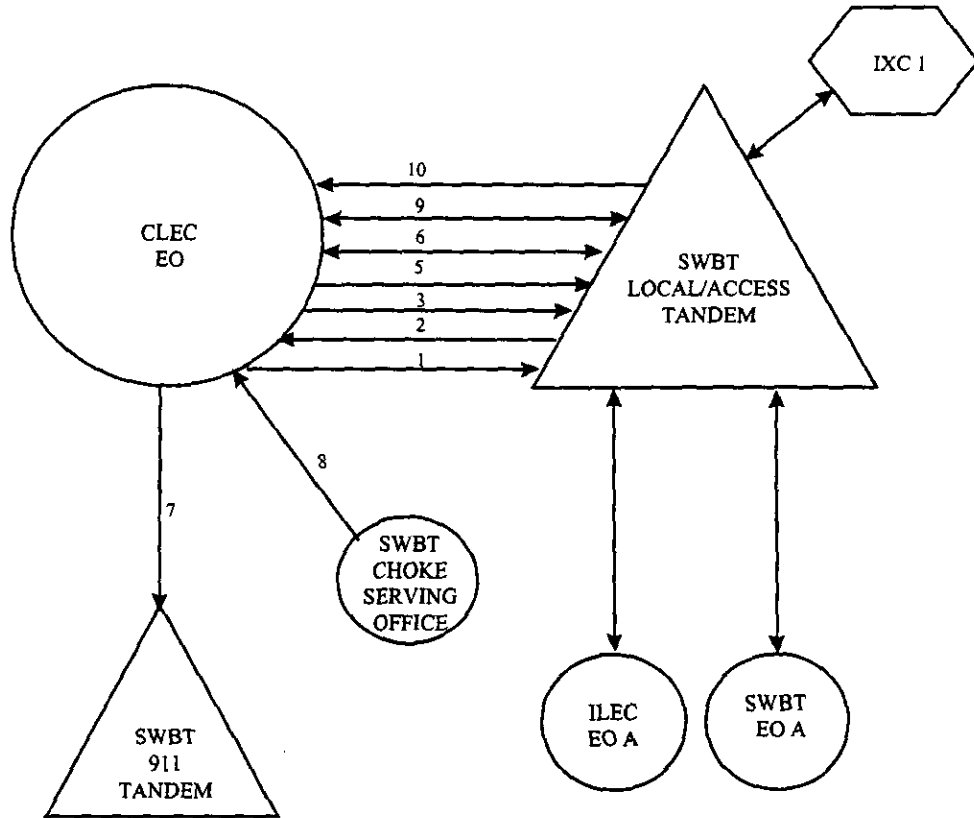


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800 deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9	DT	J	INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING)(NOTE 4)
10	TC	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 5)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: Required in lieu of #1 and #2 for two-way trunking

NOTE 5: Required when CLEC establishes new choke NXX

**APPENDIX ITR -SCENARIO 2**  
**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM**  
**WITH DIRECT END OFFICE TRUNKING**

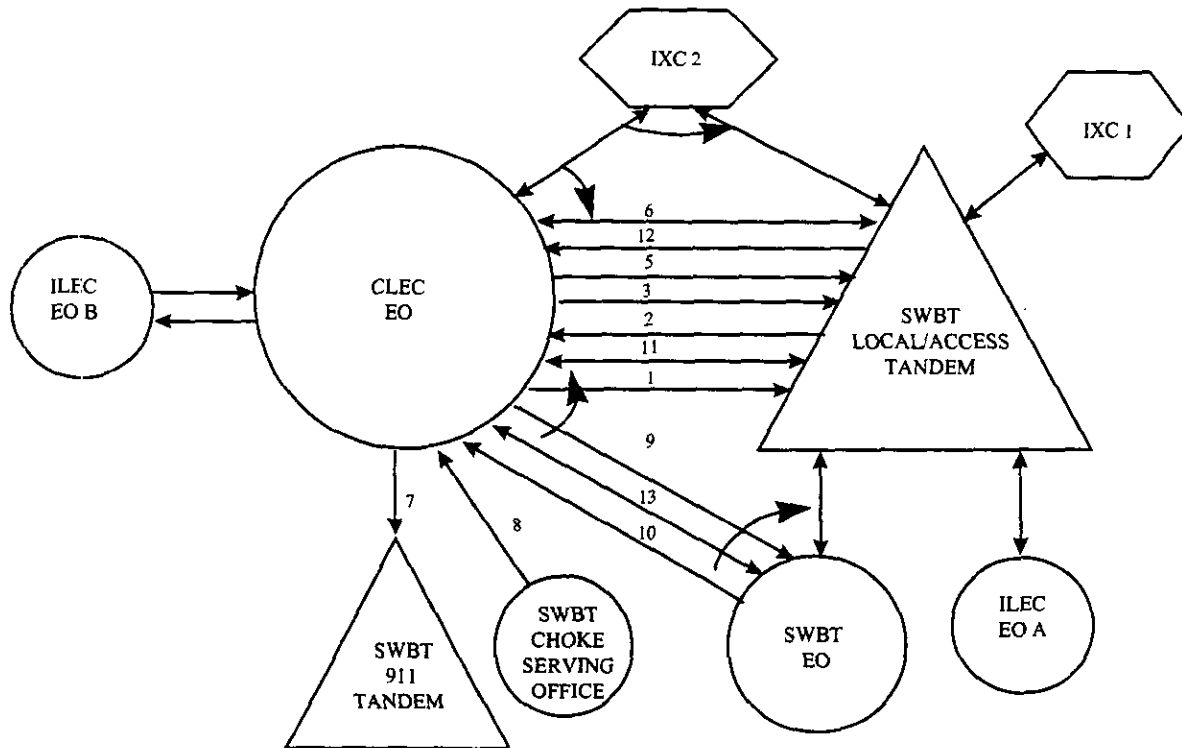


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7 SIGNALING) (NOTE 4)
11	DT	J	INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING) (NOTE 5)
12	TC	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 6)
13	TE	J	TERMINATING IN END OFFICE ONLY (MF OR SS7) (NOTE 4) (NOTE 7)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2, for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX

NOTE 7: Required in lieu of #9 and #10, for two-way trunking.

**APPENDIX ITR - SCENARIO 3**  
**SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM**  
**WITHOUT DIRECT END OFFICE TRUNKING**

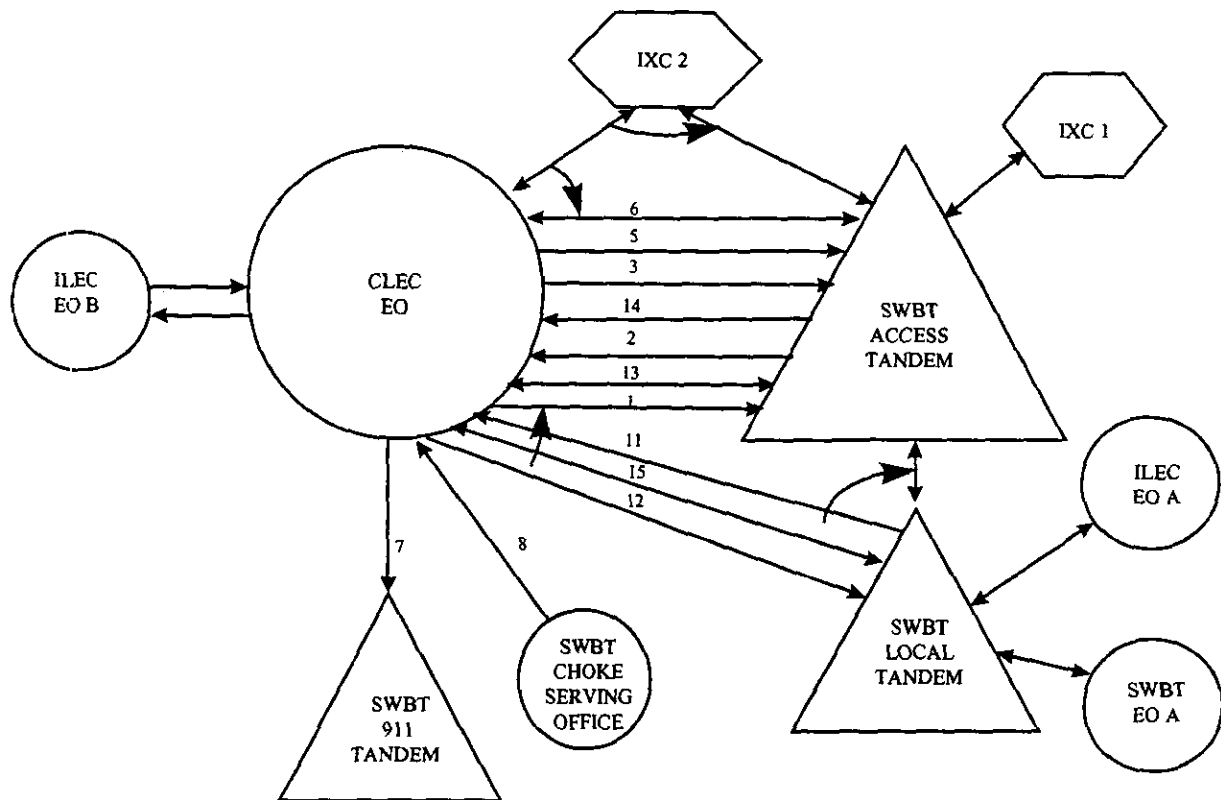


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKING TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
11	TG	J	TERMINATING IN END OFFICE ONLY (MF OR SS7 SIGNALING) (NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY (MF OR SS7 SIGNALING) (NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING) (NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE 4 & 7)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2 for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX

NOTE 7: Required in lieu of #11 and #12 for two way trunking