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11. UNE LOCAL SWITCHING (ULS)

11.1 As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of local circuit or other switching, and CLEC shall not request local circuit or other switching under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides local circuit or other switching under this Agreement, SBC-13STATE may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to local circuit or other switching (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

11.1.1 For purposes of this Appendix, local circuit switching (Local Switching) is defined as follows: *Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE Local Switching, including tandem switching (Lawful ULS) under the following terms and conditions in this subsection. Lawful ULS is defined as follows:*

11.1.1.1 all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and

11.1.12 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

11.1.3 SBC CONNECTICUT shall provide lawful unbundled local circuit switching pursuant to Sections 18.2.6 (Local Switching), 18.2.11 (Lawful Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Lawful Unbundled Network Element-Rebundled Service (Lawful UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to SBC-13STATE, application to SBC CONNECTICUT expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to SBC-12STATE (as well as those applicable to SBC-13STATE) shall apply between SBC CONNECTICUT and CLEC, unless the Parties otherwise agree. Nothing in this Appendix nor any other provision of the Agreement obligates SBC CONNECTICUT to maintain, or otherwise affects any SBC CONNECTICUT right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and SBC CONNECTICUT fully reserves its rights with respect thereto.

11.2 Lawful ULS for Mass Market Customers

11.2.1 SBC-13STATE shall only provide Lawful ULS to CLEC to serve Mass Market Customers in those geographic areas, if any, where Lawful ULS has not been Declassified.

11.2.2 "Mass Market Customer" is used herein as in the FCC's Triennial Review Order, FCC 03-36 released August 21, 2003 ("Triennial Review Order"), and generally refers to an End User being served by a DS0 loop who is not an Enterprise Market Customer.

11.2.3 Upon a state Commission finding that Lawful ULS for Mass Market Customers is or should be Declassified (including that any CLEC impairment could be cured by access on a transitional basis as described in 11.2.4 hereof), CLEC in that market shall commit to an implementation plan with SBC-13STATE for the migration of the embedded Lawful ULS Mass Market Customer base within 2 months of the state Commission determination as provided for herein.

11.2.3.1 CLEC may no longer obtain access to Lawful ULS to serve any Mass Market Customer where Lawful ULS has been Declassified 5 months after the state Commission determination. Thereafter, except for the migration period provided for in Section 11.2.3.2 hereof or except, where applicable, on a transitional basis as described in Section 11.2.4 hereof, SBC-13STATE shall not be required to provide, and shall not provide, access to Lawful ULS to CLEC for the purpose of serving Mass Market Customers where Lawful ULS has been Declassified.

11.2.3.2 CLEC shall submit the orders necessary to migrate its embedded base of Mass Market Customers off of Lawful ULS in accordance with the following timetable, measured from the day of the state Commission determination. For purposes of calculating the number of Mass Market Customers who must be migrated, the embedded base of Mass Market Customers shall include all Customers served using Lawful ULS that are not Customers being served with transitional Lawful ULS as described in Section 11.2.4.

11.2.3.2.1 Month 13 (days 361-390 from date of the state Commission determination): CLEC must submit orders for one-third of all its Mass Market Customers beginning no later than day 361, such that those Customers are migrated by the end of that 390th day;

11.2.3.2.2 Month 20 (days 571-600): CLEC must submit orders for half of its remaining Mass Market Customers beginning no later than day 571, such that those Customers are migrated by the end of that 600th day;

11.2.3.2.3 Month 27 (days 781-810): CLEC must submit orders for its remaining Mass Market Customers beginning no later than day 781, such that those Customers are migrated by the end of that 810th day.

11.2.3.3 CLEC and SBC-13STATE shall jointly submit the details of their implementation plans (which plans shall include the timing and volume of order submission that take into account SBC-13STATE's system capacities, including those for ordering and provisioning, and take into account SBC-13STATE's hot cut processes) for each market to the state Commission within two months of the state Commission's determination that requesting Telecommunications Carriers are not impaired without access to Lawful ULS for Mass Market Customers in a given geographic market. CLEC shall also notify the state Commission when it has submitted all of its orders for migration. SBC-13STATE shall notify the state Commission when it has completed the migration.

11.2.3.3.1 This Agreement shall not be required to be amended to reflect the implementation plans, including if such plans are inconsistent with the provisions of this Agreement.

11.2.4 If the state Commission has determined that transitional ("rolling") access would cure, or cures, any impairment with respect to Mass Market Customers in a particular geographic market, SBC-13STATE shall make Lawful ULS available to CLEC for 90 days or more, as

specified by the state Commission. The time limit set by the state Commission shall apply to each request for access to Lawful ULS by CLEC on a per-Customer basis.

11.2.4.1 "Rolling" access means the use of Lawful ULS for a limited period of time for each Mass Market Customer to whom CLEC seeks to provide local service. SBC-13STATE shall not be required to provide, and shall not provide, access to Lawful ULS to CLEC for the purpose of serving a specific Mass Market Customer after that limited period of time.

11.2.4.2 This Agreement shall not be required to be amended to reflect the implementation of any transitional ("rolling") access. If the Agreement is not amended (and/or until amended), such transitional ("rolling") access shall be provided in accordance with the state Commission's order(s) and the applicable FCC rules and orders.

11.3 Lawful ULS for Enterprise Market Customers

11.3.1 SBC-13STATE shall only provide Lawful ULS to CLEC to serve Enterprise Market Customers in those geographic areas, if any, for which a state Commission has petitioned the FCC for a waiver and the FCC has granted such waiver, in accordance with 47 CFR § 51.319(d)(3), and then only as required by such waiver.

11.3.2 "Enterprise Market Customer" is used herein as in the Triennial Review Order and generally refers to an End User being served by a DS1 and higher capacity loop or being served at a single location by a number of DS0 loops that exceeds the maximum number of DS0 loops (generally referred to as the "DS0 cut-off") established by applicable FCC rules or orders, including as set by the state Commission for the State where the Customer is located pursuant to such rules or orders.

11.3.3 For purposes of 11.3.2, the provider of the loop(s) to the Customer being served by the loop(s) is not relevant to the application of this Section 11.3. By way of examples only, the loop provider may be SBC-13STATE, CLEC, a third party, another Telecommunications Carrier or the customer itself, each without affecting the application of this Section 11.3 or the application of the definition of "Enterprise Market Customer".

11.3.4 Upon written request by SBC-13STATE, CLEC shall be obligated to disclose information, including customer account information sufficient for SBC-13STATE to make determinations under, and apply, the Enterprise Market Customer provisions.

11.3.5 The "DS0 cutoff" shall be determined as provided in lawful and effective FCC rules and orders.

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

11.3.5.2 Nothing in this Section 11.3.5 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements (except through use of Lawful ULS) to provide additional services to an End User account with respect to which SBC-13STATE may exercise its rights under this Section.

11.4 Specific Terms and Conditions for Lawful Unbundled Local Circuit Switching (ULS)

11.4.1 Lawful ULS uses routing instructions resident in the SBC-13STATE switch to direct all CLEC traffic, except as may be Customized Routed pursuant to this Agreement.

11.4.2 Vertical features, CLASS features, and other features, functions, and capabilities loaded and activated in the SBC-13STATE switch providing the Lawful ULS port are available with Lawful ULS. Access to any other features, functions, or capabilities loaded in the SBC-13STATE switch but that are not activated, or access to features loaded and activated but which are not

offered by the SBC-13STATE, including not offered as sought by the requesting CLEC (e.g., a feature offered with one port type but sought for another port type), shall be requested through a Bona Fide Request (BFR). "Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with Lawful ULS are in place such that ordering, billing and provisioning wholesale processes have been implemented.

11.4.3 SBC-13STATE will allow CLEC to designate the features and functions that are available on a particular Lawful ULS port to the extent such features and functions are loaded and activated in that switch or, as may be provided through the Bona Fide Request process. When CLEC purchases Lawful ULS in SBC-13STATE, CLEC will be required to designate the features and functions that are to be included on each Lawful ULS port.

11.4.4 SBC-13STATE will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented.

11.4.5 Lawful ULS as provided by SBC-13STATE includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.4.6 SBC-13STATE will control congestion points (such as those caused by radio station call-ins and network routing abnormalities) using appropriate network capabilities. CLEC agrees to respond to SBC-13STATE's notifications regarding network congestion.

11.4.7 SBC-13STATE will perform testing through Lawful ULS for CLECs in the same manner and frequency that it performs for its own customers that have a service using an equivalent switching port.

11.4.8 Where the technical capability is available, SBC-13STATE will provide usage detail for Lawful ULS ports in accordance with and subject to other application provisions of this Agreement. Refer to State specific Appendix Pricing for charges for daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

11.4.9 SBC-13STATE will provide CLEC the function of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that SBC-13STATE provides such blocking capabilities to its End Users and to the extent required by Federal and/or State law.

11.4.10 Where processes for Lawful Unbundled Local Circuit Switching requested, whether alone or in conjunction with any other Lawful UNE(s) or service(s), pursuant to this Agreement are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. In so doing, the Parties will comply with any applicable Change Management guidelines.

11.5 Customized Routing

11.5.1 Subject to switch limitations, Customized Routing is available upon CLEC request via the BFR Process to Customize Route Operator Services, Directory Assistance, and/or other traffic as required by State jurisdiction. CLEC will pay the Customized Routing charges reflected in State-specific Appendix Pricing.

11.5.2 "Customized Routing" means the function of designating particular outgoing trunks associated with Lawful ULS, to carry certain classes of traffic originating from the CLEC's End Users being served with Lawful ULS.

11.5.3 Customized Routing of OS/DA with Lawful ULS

11.5.3.1 CLEC can only mix Lawful ULS and custom routing within a SBC-13STATE end office switch where CLEC chooses to custom route all of its OS and/or all of its DA

(OS/DA) traffic for its End Users served by SBC-13STATE Lawful ULS ports in that SBC-13STATE end office switch. If this custom routing for OS/DA is chosen in a given SBC-13STATE end office switch, then all End Users served via Lawful ULS ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

11.5.3.2 CLEC must provide SBC-13STATE routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via Lawful ULS ports. CLEC will be charged by SBC-13STATE for the establishment of each custom route for OS or DA traffic in an end office switch.

11.5.3.3 SBC-13STATE will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with Lawful ULS to a specific trunk group associated with a Lawful ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

11.5.3.4 CLEC will request custom OS/DA routing for use with Lawful ULS other than described in this Section via the Bona Fide Request process.

11.5.3.5 Where processes for any Customized Routing requested, whether alone or in conjunction with any other Lawful UNE(s) or service(s), pursuant to this Agreement are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

11.6 Lawful ULS Usage Sensitive Rate Element

11.6.1 Usage sensitive Lawful ULS rates will apply according to the rates set forth in Appendix Pricing. Unless otherwise set forth in an Appendix Pricing for a particular State, usage rates will apply to Lawful ULS on a per-minute basis. See the Appendix Pricing for the State-specific ULS rates for SBC-12STATE and Section 18 of the Connecticut Access Service Tariff for SBC CONNECTICUT.

11.7 Switch Ports

11.7.1 Where SBC is obligated to provide Lawful ULS, in SBC-13STATE, a Switch Port is a termination point on the end office switch through which Lawful ULS is accessed. Switch Ports are provided in various types, each of which provides access to an established set of Lawful ULS features, functions and capabilities based on the switch and port type providing the Lawful ULS. For SBC-13STATE, the available Switch Ports and their respective rates are reflected in State-specific Appendix Pricing. For SBC CONNECTICUT, the available Switch Ports and their respective rates are reflected in the Connecticut Access Service Tariff.

12. UNE SHARED TRANSPORT (UST)

12.1 As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE otherwise provides shared transport under this Agreement, SBC-13STATE may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to shared transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. Subject to the other

terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE Shared Transport (UST) under the following terms and conditions in this subsection.

12.1.1 SBC CONNECTICUT shall provide lawful unbundled shared transport pursuant to Section 18.2.11 (Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Lawful Unbundled Network Element-Rebundled Service (Lawful UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to SBC-13STATE, application to SBC CONNECTICUT expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to SBC-12STATE (as well as those applicable to SBC-13STATE) shall apply between SBC CONNECTICUT and CLEC, unless the Parties otherwise agree. Nothing in this Appendix nor any other provision of the Agreement obligates SBC CONNECTICUT to maintain, or otherwise affects any SBC CONNECTICUT right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and SBC CONNECTICUT fully reserves its rights with respect thereto.

12.1.2 "Lawful ULS-ST" is sometimes used to refer to the combined offering of Lawful ULS with Lawful UST.

12.2 Lawful UST is defined as the transmission facilities shared by more than one carrier, including the relevant SBC-12STATE entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant SBC-12STATE network.

12.2.1 SBC-13STATE provides access to Lawful UST only to the extent SBC-13STATE is required to provide Lawful ULS under the Act, and then only when Lawful UST is purchased in conjunction with a Lawful ULS port and for use only as required to be permitted by the Act.

12.2.1.1 For SBC MIDWEST REGION 5-STATE only, Lawful UST is also provided to the extent and as may also be required by the Memorandum Opinion and Order in Applications of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, For Consent to Transfer Control, 14 FCC Rcd 14712, 15023-24, App. C, ¶ 56 (1999).

12.2.1.2 Lawful Unbundled Local Circuit Switching is provided under Section 12 of this Appendix.

12.2.1.3 Lawful UST is provided on a per-Lawful ULS-port basis.

12.2.1.4 Lawful UST is provided by SBC CONNECTICUT pursuant to its Connecticut Access Service Tariff. The SBC CONNECTICUT L-PIC Ability and its other IntraLATA Transmission Capabilities (as defined below) are available hereunder as part of Lawful UST, if not provided for in that Tariff.

12.2.2 Lawful UST also permits, using Common Transport and Tandem Switching, for the origination from and completion to the associated Lawful ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that Available ULS port is not directly connected to the SBC-13STATE switch providing that Lawful ULS port. SBC-13STATE will not require use of dedicated transport or customized routing to complete calls when using Lawful ULS.

12.2.2.1 "Common Transport" is defined as those facilities of Lawful UST that carry traffic between an end office switch where a Lawful ULS port is provided, and the tandem switch where the PIC'd/LPIC'd interexchange carrier is connected. Please see State-specific Appendix Pricing or tariff, as applicable.

12.2.2.2 "Tandem Switching" is provided only as required as part of Lawful ULS. Please see State-specific Appendix Pricing or SBC-13STATE tariff, as applicable.

- 12.2.3 When Lawful UST is purchased, all of CLEC's local traffic between SBC-13STATE switches will use Available UST, and all local CLEC's traffic to non-SBC-13STATE switches will use the transit function of Shared Transport (with this transit function being referred to as "Lawful Unbundled Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that Lawful ULS port.
- 12.2.3.1 In the event SBC-13STATE is ordered, required, or otherwise allowed to block CLEC's transiting or other traffic originating from or terminating to a Lawful ULS port, provided with or without Lawful UST, CLEC shall pay SBC-13STATE's costs of the work performed in establishing such blocking, such costs to be calculated in accordance with the methodology applicable to Bona Fide Requests.
- 12.2.4 The "Lawful Unbundled Shared Transport" rate is a blend of Lawful UST and Lawful UST Shared Transport Transit. SBC-12STATE reserves the right to seek separate rates for Lawful UST and Lawful UST Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.2.5 SBC-13STATE's ability to provide Lawful UST is limited to existing switch and transmission facilities capacities of the SBC-13STATE network.
- 12.2.6 In providing Lawful ULS, SBC-13STATE will use the existing SBC-13STATE routing tables contained in SBC-13STATE switches, as SBC-13STATE may change those tables from time to time including after CLEC purchases Lawful ULS, including with Lawful UST.
- 12.2.7 SBC-13STATE will provide SS7 signaling on interswitch calls originating from a Lawful ULS port. CLEC will be charged for the use of the SBC-13STATE signaling on a per-call basis.
- 12.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance between the A and Z locations. To determine the rate to be billed, SBC-12STATE will compute the mileage using the method set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4, which is based on the V & H coordinates of the A and Z locations. When the calculation results in a fraction of a mile, SBC-12STATE will round up to the next whole mile before determining the mileage and applying rates.
- 12.4 Intercarrier Compensation for Lawful ULS Traffic
- 12.4.1 Provisions for intercompany compensation for Lawful ULS (including with Lawful UST) traffic exchanged between SBC-13STATE and CLEC are located in Appendix Intercarrier Compensation.
- 12.4.2 For the purposes of compensation where CLEC utilizes SBC-13STATE's Lawful ULS (including Lawful UST), CLEC shall be solely responsible for establishing compensation arrangements (and associated charges) with third party carriers that CLEC originates traffic to and terminates traffic from including traffic carried by Lawful UST Shared Transport-Transit and traffic carried on the IntraLATA Transmission Capabilities. CLEC shall indemnify and defend SBC-13STATE against any claims and/or damages that may result from the origination and/or termination of such traffic to and/or from such third parties. SBC-13STATE may provide information regarding such traffic to other Telecommunications Carriers or entities as appropriate to resolve traffic compensation issues.
- 12.5 IntraLATA and InterLATA Toll Use
- 12.5.1 When Lawful UST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through SBC-12STATE tandem switch(es) and transmission facilities, SBC-12STATE will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable Lawful ULS and Lawful UST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly

connected at the SBC-12STATE end office providing that Lawful ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 SBC-12STATE shall make available, upon a Lawful ULS port-specific order, the ability to route over SBC-12STATE's existing network "1+" intraLATA calls originating from that Lawful ULS port using Lawful UST ("L-PIC Ability") for "1+" intraLATA calls placed to points outside of SBC-12STATE's local calling area, but within SBC-12STATE's retail intraLATA toll service area. The L-PIC Ability will be provided from SBC-12STATE's originating end-office where the Lawful ULS port is being provided, and consists of use of SBC-12STATE's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC-12STATE's retail end-user customers for whom SBC-12STATE is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of SBC-12STATE's routing code or, if the means exist and are enabled by SBC-12STATE to use CLEC's Carrier Identification Code (CIC) or another CLEC-specific code instead of SBC-12STATE's code, then using CLEC's CIC or that CLEC-specific code.

12.5.3 SBC CONNECTICUT Only: SBC CONNECTICUT will make available, upon a ULS port-specific order, an L-PIC Ability for "1+" calls placed to points outside of SNET's local calling area, but within SBC CONNECTICUT's retail intraLATA toll service area. The L-PIC Ability will be provided from SBC CONNECTICUT's originating end-office where the ULS port is being provided, and consists of use of SBC CONNECTICUT's existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC CONNECTICUT's retail End Users for whom SBC CONNECTICUT is the presubscribed intraLATA toll carrier.

12.5.3.1 CLEC acknowledges that "1+" calls from SBC CONNECTICUT Lawful ULS ports using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other Telecommunications Carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to SBC CONNECTICUT shall include such use to the Verizon switches.

12.5.3.2 SBC CONNECTICUT's L-PIC Ability shall be made available to CLEC through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CLEC. The L-PIC Ability is only available to CLEC for a ULS port with Lawful UST purchased by CLEC on which the CLEC has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CLEC shall not use any other pseudo-CIC assigned to another Telecommunications Carrier or any other routing code enabled for use in SBC CONNECTICUT's network. SBC CONNECTICUT will provide call detail to CLEC on a daily basis consistent with the then-current practices for Lawful ULS port usage.

12.5.3.3 To be enabled to use the L-PIC Ability, CLEC shall provide a written request to SBC CONNECTICUT. SBC CONNECTICUT shall thereafter bill CLEC (and CLEC shall promptly pay to SBC CONNECTICUT) a one-time \$5,000.00 service charge for assigning and establishing the CLEC's exclusive pseudo-CIC in SBC CONNECTICUT's systems and switches. CLEC acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CLEC uses the L-PIC Ability. CLEC shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CLEC shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. SBC

CONNECTICUT reserves the right to modify or change the pseudo-CIC code used by CLEC hereunder, with such change effective thirty (30) days after written notice to CLEC of the change.

12.5.3.3.1 The L-PIC Ability shall thereafter become available to CLEC in an estimated six (6) weeks after **SBC CONNECTICUT**'s receipt of payment under Section 12.5.3.3. The Parties agree that in order to implement the updating of **SBC CONNECTICUT**'s switches with CLEC's pseudo-CIC within the six weeks, CLEC will obtain and provide its Exchange Carrier Code to **SBC CONNECTICUT** upon the execution of this Amendment

12.5.3.4 For intraLATA "0+" operator service calls placed from Lawful ULS ports with Lawful UST using the L-PIC Ability, which calls are not customized routed, the MOU charge in Section 1.6 shall be charged for call transport. For directory assistance calls placed from Lawful ULS ports with Lawful UST using the L-PIC Ability, which calls are not customized routed, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in Section 1.6 shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.

12.5.3.5 The price charged for use of the **SBC CONNECTICUT** L-PIC Ability is \$0.012199 per Minute of Use ("MOU"). **SBC CONNECTICUT** will bill the MOUs to CLEC on a monthly basis for total MOUs on completed calls placed from **SBC CONNECTICUT** Lawful ULS ports with UST purchased by CLEC, and on which ports CLEC has specifically ordered the pseudo-CIC be used as the LPIC. CLEC acknowledges that **SBC CONNECTICUT**'s charges to CLEC will be rendered using the rating as set forth in Section 20 of **SBC CONNECTICUT**'s Connecticut Access Tariff. After rendering a bill to CLEC, **SBC CONNECTICUT** will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.

12.5.4 **SBC-13STATE** shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability or any other IntraLATA Transmission Capabilities (as defined herein). CLEC shall not charge **SBC-13STATE** for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to **SBC-13STATE** shall be subject to the Agreement's provisions regarding the termination of toll traffic.

12.5.5 Any other use of the intraLATA interexchange transmission capabilities of Lawful UST shall be requested, and associated terms, conditions, and rates established, through the applicable bona fide request process (or its similar counterpart) for **SBC-13STATE**, unless such use is otherwise already provided for in this Agreement. As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability (as defined herein).

12.5.6 Lawful UST shall not affect the routing of any traffic from a Lawful ULS port that has a third party carrier's Carrier Identification Code as such port's intraLATA toll provider (LPIC) (e.g., traffic subject to intraLATA presubscription will be delivered to LPIC'd interexchange carrier).

12.6 Application of Usage Sensitive Charges for Lawful ULS and Lawful UST

12.6.1 Available ULS may include two usage sensitive components: originating Lawful ULS usage (ULS-O) and terminating Lawful ULS usage (ULS-T).

12.6.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s Lawful UST a usage-sensitive Blended Transport rate in addition to the originating Lawful ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

12.6.3 The charges for Lawful UST are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Access Service Tariff for **SBC CONNECTICUT**.

12.6.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **SBC-12STATE** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC-12STATE** will round up to the next whole mile before determining the mileage and applying rates.

12.6.5 Intraswitch Calls - (calls originating and terminating in the same switch, i.e., the same 11-digit Common Language Location Identifier (CLLI) end office):

12.6.5.1 Unless otherwise provided for a State as set forth in its associated and applicable Appendix Pricing, CLEC will be charged Lawful ULS-O usage charges of use for a call originating from an CLEC Lawful ULS line port or trunk port that terminates to a **SBC-12STATE** End User, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch. SS7 Signaling will be charged, where applicable.

12.6.5.2 CLEC will be charged Lawful ULS-O usage charges for a Centrex Line Port, where available, Lawful ULS intercom call in which CLEC's End User dials from one Centrex Line Port station to another Centrex-like station in the same common block defined system. SS7 Signaling will be charged, where applicable.

12.6.5.3 **SBC-12STATE** will not bill Lawful ULS-T usage charges for Intraswitch calls that terminate to a CLEC-purchased Lawful ULS port.

12.6.6 Interswitch Calls – (calls that are not intraswitch calls):

12.6.6.1 Local Calls

12.6.6.1.1 General Principles

12.6.6.1.1.1 When a call originates from a CLEC-purchased Lawful ULS port with Lawful UST, CLEC will be charged Lawful ULS-O usage and SS7 signaling charges where applicable. If the call routes over Lawful UST, CLEC will pay charges for Blended Transport usage in addition to Lawful ULS-O usage charges and SS7 signaling.

12.6.6.1.1.2 The Parties agree that **SBC-12STATE** will not be required to record and will not bill actual tandem switching usage for calls carried by Lawful UST that are not handed off to the separate network of a PIC/LPIC carrier. Rather, CLEC will be charged the rate shown on Appendix Pricing of Available unbundled shared transport Prices labeled "Lawful ULS Blended Transport," (or similarly labeled) for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.6.1.1.3 When a call terminates to a CLEC-purchased Lawful ULS port, CLEC will pay ULS-T usage charges.

12.6.6.1.1.4 Illustrative Call Flows demonstrating the rate applications for Lawful ULS ports (including with Lawful UST) are set forth in the CLEC Handbook.

12.6.6.2 IntraLATA and InterLATA Toll Calls

12.6.6.2.1 General Principles

12.6.6.2.1.1 *When the L-PIC Ability is not specified for use with a Lawful ULS port with Lawful UST, "1+" intraLATA calls originating from that Lawful ULS port will be routed to the CLEC's designated End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call originates from an Lawful ULS port with Lawful UST, it will be routed to the CLEC's designated End User's interLATA (PIC) choice.*

12.6.6.2.1.2 *When an intraLATA or interLATA toll call originates from a CLEC Lawful ULS port with Lawful UST, SBC-12STATE will not charge originating access charges to CLEC or the IXC except that SBC-12STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-12STATE as its transport provider.*

12.6.6.2.1.3 *When an intraLATA or interLATA toll call terminates to a CLEC-purchased Lawful ULS port with Lawful UST, SBC-12STATE will not charge terminating access to CLEC or the IXC except that SBC-12STATE may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-12STATE as its transport provider.*

12.6.6.2.1.4 *Illustrative Call Flows demonstrating the rate applications for Lawful ULS ports with Lawful UST are set forth in the CLEC Handbook.*

12.6.6.3 Toll Free Calls

12.6.6.3.1 *When CLEC uses Lawful ULS Ports to initiate a 1+800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866) call, SBC-12STATE will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the Lawful ULS-O charge and SS7 transport (where applicable) per this Agreement and applicable State-specific Appendix Pricing. If any such call is routed to an SBC-12STATE tandem switch, SBC-12STATE will also charge Common Transport and Tandem Switching usage charges.*

13. UNE DEDICATED TRANSPORT

13.1 *As no dedicated transport constitutes Lawful UNE dedicated transport, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of dedicated transport, and CLEC shall not request dedicated transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides dedicated transport under this Agreement, SBC-13STATE may, at any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to dedicated transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE Dedicated Transport under the following terms and conditions.*

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Lawful UNE Dedicated Transport" is defined as SBC-12STATE interoffice transmission facilities connecting SBC-12STATE switches or wire centers within a LATA. Lawful UNE Dedicated Transport does not include transmission facilities between the SBC-12STATE network and the CLEC network or the location of CLEC equipment.

13.2.2 A "route" is defined as a transmission path between one of SBC-12STATE's wire centers or switches and another of SBC-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

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

13.3.1 Lawful UNE Dedicated Transport: Lawful UNE Dedicated Transport ("Lawful UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, SBC CONNECTICUT does not offer Lawful UDT under this Agreement. Rather, Lawful UDT is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 SBC-12STATE will provide Lawful UDT to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps),

13.3.4 Lawful UDT includes the following elements:

13.3.4.1 a circuit between two SBC-12STATE switches or Wire Centers within SBC-12STATE's network within the LATA.

13.3.4.2 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful Unbundled Dedicated Transport.

13.3.4.3 Other Optional features are outlined in Appendix Pricing.

13.3.5 LAWFUL UDT "CAPS"

13.3.5.1 CLEC may obtain a maximum of 12 unbundled dedicated DS3 circuits for any single route for which SBC-12STATE dedicated DS3 transport is available as unbundled transport.[47 CFR 51.319(e)(2)(iii)] Accordingly, SBC-12STATE may reject CLEC orders for Lawful UDT DS3 circuits once CLEC has reached this capacity. Further, even if SBC-12STATE accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of Lawful UDT DS3 circuits along the route. At SBC-13STATE's option it may accept the order, but convert any Lawful UDT DS3 circuit(s) in excess of the cap at any time, and all applicable charges and non-recurring charges will apply to CLEC for such circuit(s) as of the date of provisioning.

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UDT. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

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

13.5 Routine Network Modifications – Lawful UDT

13.5.1 SBC-13STATE shall make routine network modifications to Lawful UDT facilities used by requesting telecommunications carriers where the requested Lawful UDT facilities have already been constructed. SBC-13STATE shall perform routine network modifications to Lawful UDT facilities in a nondiscriminatory fashion, without regard to whether the Lawful UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.5.2 A routine network modification is an activity that SBC-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

13.5.3 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT).

14. UNE DEDICATED TRANSPORT AND LOOP DARK FIBER

14.1 As no dark fiber dedicated transport or dark fiber loop constitutes Lawful UNE dark fiber dedicated transport or dark fiber loop, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides dark fiber dedicated transport or dark fiber loop under this Agreement, SBC-13STATE may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to dark fiber dedicated transport or dark fiber loop (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE dedicated transport dark fiber and loop dark fiber under the following terms and conditions in this subsection.

14.2 In SBC-12STATE, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is deployed, unlit optical fiber within the incumbent LEC's network. Dark fiber loop is fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying communications services. Lawful UNE Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement,

SBC CONNECTICUT does not offer dedicated transport dark fiber or loop dark fiber under this Agreement; rather, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3 ***Dedicated Transport Dark Fiber***

14.3.1 At Lawful UNE Dedicated Transport Dark Fiber segments in routes that have not been Declassified, ***SBC-12STATE*** will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as ***SBC-12STATE*** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within ***SBC-12STATE***'s network, connecting ***SBC-12STATE*** switches or wire centers within a LATA. Lawful UNE Dedicated Transport Dark Fiber does not include transmission facilities between the ***SBC-12STATE*** network and the CLEC network or the location of CLEC equipment. ***SBC-12STATE*** will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each ***SBC-12STATE*** CO where the requested dark fiber(s) terminate.

14.4 ***Lawful UNE Loop Dark Fiber***

14.4.1 At Lawful UNE Loop Dark Fiber segments in locations where Lawful UNE Loop Dark Fiber has not been Declassified, ***SBC-12STATE*** will provide a Lawful UNE Loop Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Loop Dark Fiber is a dedicated transmission facility between a distribution frame (or its equivalent) in a ***SBC-12STATE*** Central Office and the loop demarcation point at an End User premise. ***SBC-12STATE*** will offer Lawful UNE Loop Dark Fiber to CLEC when CLEC has collocation space in the ***SBC-12STATE*** CO where the requested dark fiber terminates.

14.4.2 By tariff (***SBC CONNECTICUT***)

14.5 ***Spare Fiber Inventory Availability and Condition***

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be provided as is. No conditioning will be offered. Spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber does not include maintenance spares, fibers set aside and documented for ***SBC-12STATE***'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber contained in the requested segment during any two-year period.

14.6 ***Determining Spare Fibers***

14.6.1 ***SBC-12STATE*** will inventory Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fibers. Spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 **Defective fibers.** Defective fibers, if any, will be deducted from the total number of spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fibers that would otherwise be available.

14.6.1.3 **SBC-12STATE growth fibers.** Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber.

14.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands that CLEC can order is one, and Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands must be ordered on a strand-by-strand basis. The maximum number of Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber strands that CLEC can order is no greater than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in the segment requested. Should spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber fall below 8 strands in a given location, **SBC-12STATE** will provide no more than a quantity of 2 strands. (See definition of spare set forth in Sections 14.6 and 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber is distinguishable from Declassification as defined in Section 2.1 of this Appendix and from the situation where a Lawful UNE ceases to be a Lawful UNE, as set forth in Section 2 of this Appendix. For clarification purposes, **SBC-12STATE's** right of revocation of access under Section 14.9 applies even when the affected Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber remain Lawful UNE(s) subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.3 **SBC-12STATE** may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the Lawful UNE Dedicated Transport Dark

Fiber and Loop Dark Fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. SBC-12STATE will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to the CLEC that the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.9.1 *The demarcation point for Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices and End User premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.*

14.9.2 *At CO's, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.*

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber

14.10.1 *SBC-12STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.*

14.11 Routine Network Modifications – Dedicated Transport and Loop Dark Fiber

14.11.1 *SBC-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities have already been constructed. SBC-12STATE shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.*

14.11.2 *A routine network modification is an activity that SBC-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.*

14.11.3 *SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT).*

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 *SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.217(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.*

16. CALL-RELATED DATABASES

16.1 *Access to the SBC-13STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix. As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated to provide, and CLEC shall not request, call related databases under this Agreement (other than 911 and E911), including LIDB and CNAM-AS, LIDB and CNAM Queries, 800, or Access to AIN. CLEC access to any call related databases (other than 911 and E911) shall be pursuant to another agreement, including, where applicable, effective tariffs. Access to SBC-*

13STATE's call related databases will be provided as described in the following Appendices: LIDB and CNAM-AS, LIDB and CNAM Queries, 800, 900 and E900 and Access to AIN.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 SBC-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. SBC-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect SBC-13STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 The cross connect is the media between the SBC-7STATE Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the SBC-7STATE Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where SBC-7STATE has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE Lawful UNE and another SBC-7STATE Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.
- 18.3 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for SBC MIDWEST REGION 5-STATE is provided as set forth in Appendix Pricing. For all other cross-connect pricing for SBC CONNECTICUT refer to the applicable state tariff.
- 18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a SBC-13STATE Lawful UNE Loop with another SBC-13STATE Lawful UNE are as follows:
- 18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access
- 18.4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access
- 18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access
- 18.5 ***The applicable Switch Port cross connects to the Lawful UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another SBC-13STATE Lawful UNE are as follows:***
- 18.5.1 ***Analog Line Port to Lawful UNE Connection Methods point of access***
- 18.5.2 ***ISDN Basic Rate Interface (BRI) Line Port to Lawful UNE Connection Methods point of access***
- 18.5.3 ***Analog DID Trunk Port to Lawful UNE Connection Methods point of access***
- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a SBC SOUTHWEST REGION 5-STATE and SBC NEVADA Lawful UNE Loop to a CLEC's Collocated facilities are as follows:
- 18.6.1 2-Wire Analog Loop to Collocation
- 18.6.2 2-Wire Analog Loop to Collocation (without testing)
- 18.6.3 4-Wire Analog Loop to Collocation
- 18.6.4 4-Wire Analog Loop to Collocation (without testing)
- 18.6.5 2-Wire Digital Loop to Collocation
- 18.6.6 2-Wire Digital Loop to Collocation (without testing)
- 18.6.7 ***4-Wire Digital Loop to Collocation***
- 18.6.8 ***4-Wire Digital loop to Collocation (without testing)***

- 18.6.9 2-wire DSL Shielded Cross Connect to Collocation
- 18.6.10 4-wire DSL Shielded Cross Connect to Collocation
- 18.6.11 2-Wire DSL non-shielded Cross Connect to Collocation
- 18.6.12 4-Wire DSL non-shielded Cross Connect to Collocation
- 18.7 ***The applicable Lawful UNE Dedicated Transport cross connects for the purpose of CLEC connecting an SBC SOUTHWEST REGION 5-STATE and SBC NEVADA Lawful UNE Dedicated Transport to a CLEC's Collocated facilities are as follows:***
 - 18.7.1 ***DS-1 to Collocation***
 - 18.7.2 ***DS-3 to Collocation***
- 18.8 ***The applicable Port cross connects for the purpose of CLEC connecting an SBC SOUTHWEST REGION 5-STATE and Port Lawful UNE to a CLEC's Collocated facilities are as listed in the appropriate State-specific Appendix Pricing.***
 - 18.8.1 ***Analog Line Port to Collocation***
 - 18.8.2 ***ISDN Basic Rate Interface (BRI) Line Port to Collocation***
 - 18.8.3 ***Analog DID Trunk Port to Collocation***
- 18.9 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Lawful UNE Loop, ***Lawful UDT or Lawful UNE Port*** to a CLEC's Collocated facility are as follows:
 - 18.9.1 Voice Grade/ISDN EISCC
 - 18.9.2 DS-0 EISCC
 - 18.9.3 ***DS-1 EISCC***
 - 18.9.4 ***DS-3 EISCC***
 - 18.9.5 DSL Shielded Cross Connect to Collocation
- 18.10 The applicable cross connects for **SBC MIDWEST REGION 5-STATE** Lawful UNE Loop ***or Lawful UNE Ports are is*** as follows:
 - 18.10.1 2-Wire
 - 18.10.2 ***DS-3***
 - 18.10.3 ***LT1***
 - 18.10.4 ***LT3***
- 18.11 ***The applicable cross connects for SBC MIDWEST REGION 5-STATE Lawful UDT are as follows:***
 - 18.11.1 ***DS-1***
 - 18.11.2 ***DS-3***
- 18.12 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Lawful UNE Loop with a CLEC's own facilities are as follows:
 - 18.12.1 2-Wire Analog Loop to Adjacent Location Method point of access
 - 18.12.2 4 -Wire Analog Loop to Adjacent Location Method point of access
 - 18.12.3 2 -Wire Digital Loop to Adjacent Location Method point of access
 - 18.12.4 DSL shielded Cross Connect to Adjacent Location point of access
- 18.13 ***The applicable Lawful UNE Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a SBC CALIFORNIA Lawful UNE Port with a CLEC's own facilities point of access are as follows:***
 - 18.13.1 ***Analog Line Port to Adjacent Location Method to point of access***
 - 18.13.2 ***ISDN BRI Port to Adjacent Location Method to point of access***

18.14 Cross Connects, required for the Lawful UNE platform, from Lawful UNE Loops to Lawful UNE Ports for the purpose of combining a SBC-7STATE Lawful UNE 2-Wire Loop with a SBC-7STATE Lawful UNE Port are as follows:

18.14.1 Analog Loop to Analog line Port

18.14.2 2-Wire Digital Loop to ISDN BRI Port

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Provisioning of Lawful UNES under this Agreement shall be over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, SBC-13STATE shall not be required to provide Lawful UNES. However, CLEC may request and, to the extent required by law, SBC-13STATE may agree to provide Lawful UNES, through the Bona Fide Request (BFR) process.
- 19.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any SBC-13STATE Lawful UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE Lawful UNE, will not materially interfere with or impair service over any facilities of SBC-13STATE, 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-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any SBC-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by SBC-13STATE, and CLEC will be charged the applicable Available UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided Lawful UNES is converted to a different CLEC's service which also uses any SBC-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the SBC-13STATE Lawful UNES, and shall use Lawful UNES in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNES in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with SBC-13STATE's network.

- 19.8.1 **SBC-13STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided by **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement. If, however, the trouble is found to be an **SBC-13STATE** network related problem, CLEC will not be charged for **SBC-13STATE**'s resolution of the trouble.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing **SBC-13STATE** access to End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

- 20.1 **SBC-13STATE's** provision of Lawful UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d) **and lawful FCC and State Commission Orders or Rules**. By entering into this Agreement which makes available certain Lawful UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any elements identified in the Agreement must be provided as Lawful UNEs under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its

intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA I") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004) (USTA II); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC **and State Commission** rules and associated FCC, **State Commission** and judicial orders. If any action by any state or In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders 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 immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any 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.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.

- 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such listings at **SBC-13STATE** tariff rates. An additional monthly charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s Directory Assistance database but does not wish to have its End User listed in **SBC-13STATE**'s White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s White Pages directory for a monthly charge at **SBC-13STATE**'s tariff rate for those non-published, non-listed services.
- 2.4.1.1 In **SBC SOUTHWEST REGION 5-STATE** switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.
- 2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to **SBC-13STATE** via a mechanical or manual feed of the directory listing information to **SBC-13STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC-13STATE**'s subscriber listing information. CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
- 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, at CLEC's election, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
- 2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of **SBC-8STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
- 2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

- 2.7.1.2 **SBC CONNECTICUT** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLECs' End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE**'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, pursuant to Section 2.1 of this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE**'s subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s White Pages directory, **SBC-13STATE**'s directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of

CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 **SBC-13STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC-13STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **SBC-13STATE**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **SBC-13STATE**.

4. PRICING

- 4.1 **SBC-7STATE** will deliver one copy per primary End User listing of **SBC-7STATE** White Pages, as described in Section 2.7 above, at no charge. **SBC-7STATE** has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for **SBC CONNECTICUT** White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 **SBC MIDWEST REGION 5-STATE** - The rates, if any, for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all reasonable costs incurred by **SBC-13STATE** and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC CONNECTICUT**, is **technically infeasible** in **SBC CONNECTICUT**.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to SBC SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SBC SOUTHWEST REGION 5-STATE's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to SBC SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, SBC SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay SBC SOUTHWEST REGION 5-STATE a processing charge in consideration of SBC SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the LEC or CLEC responsible for billing the message, including SBC SOUTHWEST REGION 5-STATE, when SBC SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 SBC SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, SBC SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's, other than SBC SOUTHWEST REGION 5-STATE's actions, omissions, mistakes, or negligence and upon which SBC SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold SBC SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 SBC SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC SOUTHWEST REGION 5-STATE. Any losses or damage for which SBC SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided and paid to SBC SOUTHWEST REGION 5-STATE and/or the LEC or CLEC responsible for billing the message hereunder during the period beginning at the of the error, interruption, defect, failure or malfunction, through the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 SBC SOUTHWEST REGION 5-STATE 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, SBC SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

**XDSL AND LINE SPLITTING APPENDIX
TO INTERCONNECTION AGREEMENT**

xDSL Loops and xDSL Subloops and Line Splitting: **SBC-12STATE** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1.0 General:

1.1 Deployment of xDSL Technologies: **SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2.0 Loop Makeup Information and Ordering: **SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3.0 Provisioning Intervals: **SBC-12STATE**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE**'s advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4.0 Loop Conditioning:

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available

loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap ("RABT"):

- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. **SBC-12STATE** In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where **SBC-12STATE** removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by **SBC-12STATE** to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

- 4.3 Maintenance, Repair and Testing:** **SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 Maintenance Scope:** **SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate.
- 4.3.2 CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE**, following **SBC-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.
- 4.3.3 Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE's** resolution of the trouble. If, however, the trouble is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
- 5.0 Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6.0 **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with SBC-12STATE's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard SBC-12STATE configuration cabling and wiring in SBC-12STATE locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with SBC-12STATE's OSS.

7.0 **Pricing/Rates:**

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that SBC-12STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC-12STATE technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC-12STATE are performed outside of standard business hours.

8.0 **Definitions Applicable to this Appendix:**

- 8.1 "All Bridged Tap" means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 "Commission" means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC-12STATE state.
- 8.3 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 "Non-excessive Bridged Tap" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 "SBC-12STATE" as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 "Splitter" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4) and InterLATA Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.
- 1.2 **SBC Communications Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "**Out of Exchange LEC (OE-LEC)**" means <Telcove> operating within SBC-13STATE's incumbent local exchange area and also providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as ***Telecommunications traffic, IP-enabled Services Traffic, ISP-Bound Traffic, transit traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area*** Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE local exchange area or;
 - (ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other appendices in this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas.

In addition, SBC-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 For all out of exchange traffic originated on a Party's network each Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with the provisions set forth in Inter-carrier Compensation Appendix of this Agreement.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties. Any reroute of traffic will not change the jurisdictional nature of the call for compensation purposes.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE in accordance with Appendix NIM of this Agreement for the purpose of providing telephone exchange service in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch or other SBC-13STATE switch where the Parties have established interconnection over local interconnection trunk groups that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from and SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Calls and ISP-bound traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed two DS1 (48 DS0s) to or from an SBC-13STATE End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, OE-LEC agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed two DS1s (48 DS0s) to or from that end office.
- 4.2 Intentionally Left Blank
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 The Parties shall route originating Out of Exchange traffic as defined in the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office. *the OE-LEC may route Local Calls, ISP-Bound Traffic IP enabled services traffic and/or IntraLATA traffic destined for End Offices that subtend an SBC-13STATE tandem directly to the serving SBC-13STATE tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.*
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 Neither Party shall compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to that Party (as reflected in the LERG). Any compensation due either party for such misrouted traffic shall be paid by the originating carrier. Each Party shall provide notice to the other Party pursuant to the Notices provisions of this Agreement that such misrouting has occurred.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

- 4.10 **SBC-13STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Offices in accordance with the terms and conditions of the underlying agreement.

5. **SECTION 251(b)(5) COMPENSATION**

- 5.1 The compensation arrangement for Section 251(b)(5) exchanged between the Parties shall be as set forth in Appendix InterCarrier Compensation.

6. **TRANSIT TRAFFIC COMPENSATION Intentionally Omitted**

- 6.1 *The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in the underlying Agreement.*
- 6.2 *In **SBC SOUTHWEST REGION 5-STATE** the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.*
- 6.3 *In the **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA** the transiting rate is outlined in Appendix Pricing as Transiting Service.*

7. **INTRASTATE INTRALATA INTERCOMPANY TRAFFIC**

- 7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in Appendix InterCarrier Compensation.

8. **MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION**

- 8.1 InterCarrier compensation for Switched Access Traffic shall be on a MPB basis as described in Appendix InterCarrier Compensation.

9. **INTERLATA SECTION 251(b)(5) TRAFFIC**

- 9.1 **SBC-13STATE** will exchange **SBC-13STATE** InterLATA Section 251(b)(5) that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-13STATE** will exchange such traffic using two-way DF trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC-13STATE** exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an **SBC-13STATE** exchange **SBC-13STATE** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. **SBC-13STATE** will not provision or be responsible for facilities located outside of **SBC-13STATE** exchange areas.
- 9.2 The Parties agree that the associated traffic from each **SBC-13STATE** End Office will not alternate route.
- 9.3 OE-LEC must provide **SBC-13STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 Neither Party shall compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to that Party (as reflected in the LERG). Any

compensation due either party for such misrouted traffic shall be paid by the originating carrier . Each Party shall provide notice to the other Party pursuant to the Notices provisions of this Agreement that such misrouting has occurred.

- 9.6 **SBC-13STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Office(s) in accordance with the terms and conditions of the underlying agreement.
- 9.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Calls in the underlying agreement.

APPENDIX BCR

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APPENDIX BCR (Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.5 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.8 The prices at which **SBC SOUTHWEST REGION 5-STATE** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 "Telcordia Client Company Calling Card and Third Number Settlement System" (BCC CATS) - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 "Charges" - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 "Compensation" - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 "IntraLATA" - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 "InterLATA" - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 "Local Exchange Carrier" (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 "Local Message" - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 "Revenues" - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to SBC SOUTHWEST REGION 5-STATE procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when SBC SOUTHWEST REGION 5-STATE company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to SBC SOUTHWEST REGION 5-STATE the charges for the services described in Section 3.2 which charges are earned by any LEC (including SBC SOUTHWEST REGION 5-STATE), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than SBC SOUTHWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for SBC SOUTHWEST REGION 5-STATE benefit, shall be remitted by CLEC to SBC SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of SBC SOUTHWEST REGION 5-STATE bill to CLEC for such services.
- 4.4 SBC SOUTHWEST REGION 5-STATE agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including SBC SOUTHWEST REGION 5-STATE) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by SBC SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by SBC

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC SOUTHWEST REGION 5-STATE** for such services.

- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 **SBC SOUTHWEST REGION 5-STATE** 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. **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports when SBC MIDWEST REGION 5-STATE is not the CMDS Host for the CLEC.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.4 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.5 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.6 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.8 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Centralized Message Distribution System" (CMDS)** -- means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA

- 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
 - 2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.3.22 The Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and messages which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.
- 5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	
	Rate Center(s):			# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
CLLI Code:			
E9-1-1 Features Required:	Rate Center(s):		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:			
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.
-----	--

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City

ECD = Emergency Communications District

COG = Council of Governments or Regional Planning Commission

(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:

Date Prepared

APPENDIX-PRICING (ARKANSAS)

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APPENDIX PRICING (ARKANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.4 **Replacement of Non-Interim Rates**
- Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:
- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC ARKANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 **Replacement of Interim Rates**
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC ARKANSAS will update CLEC's billing tables to

replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC ARKANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC ARKANSAS** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1 (Rural)	3,000 or fewer
Zone 2 (Suburban)	3,001 – 18,000
Zone 3 (Urban)	18,001 or Greater

- 1.9 **SBC ARKANSAS'** obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, SBC ARKANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC ARKANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC ARKANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC ARKANSAS' current generic contract rate for the Product or Service set forth in SBC ARKANSAS' applicable state-specific generic pricing schedule as published on SBC ARKANSAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC ARKANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC ARKANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC ARKANSAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC ARKANSAS for that Product or Service and incorporated into SBC ARKANSAS' current state-specific generic pricing schedule as published on SBC ARKANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC ARKANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC ARKANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC ARKANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC ARKANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC ARKANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC ARKANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC ARKANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC ARKANSAS network, without any changes to SBC ARKANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC ARKANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC ARKANSAS
August 16, 2004

APPENDIX PRICING/ISP-BOUND ONLY
Effective Date: xx/xx/xx
SBC AR/TELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate	Nonrecurring First	Nonrecurring Rate Additional	Subsequent Changes
1		NETWORK ELEMENTS							
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$	68.35	\$	34.15
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 71.05	\$	41.05	\$	16.50
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 31.60	\$	41.05	\$	16.50
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 18.75	\$	41.05	\$	16.50
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.60	\$	48.55	\$	18.20
7			4-Wire Analog Zone 1(Rural)	U4H	\$ 145.50	\$	282.20	\$	107.95
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 64.80	\$	282.20	\$	107.95
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 38.80	\$	282.20	\$	107.95
10			2-Wire Digital Zone 1(Rural)	U2Q	\$ 119.95	\$	126.65	\$	66.40
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 59.95	\$	126.65	\$	66.40
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 42.55	\$	126.65	\$	66.40
13		DSL Capable Loops							
14		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 71.05	\$	41.05	\$	16.50
15			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 31.60	\$	41.05	\$	16.50
16			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 18.75	\$	41.05	\$	16.50
17			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 71.05	\$	41.05	\$	16.50
18			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 31.60	\$	41.05	\$	16.50
19			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 18.75	\$	41.05	\$	16.50
20			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 71.05	\$	41.05	\$	16.50
21			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 31.60	\$	41.05	\$	16.50
22			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 18.75	\$	41.05	\$	16.50
23			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 71.05	\$	41.05	\$	16.50
24			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 31.60	\$	41.05	\$	16.50
25			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 18.75	\$	41.05	\$	16.50
26			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 71.05	\$	41.05	\$	16.50
27			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 31.60	\$	41.05	\$	16.50
28			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 18.75	\$	41.05	\$	16.50
29			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 71.05	\$	41.05	\$	16.50
30			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 31.60	\$	41.05	\$	16.50
31			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 18.75	\$	41.05	\$	16.50
32		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 145.50	\$	282.20	\$	107.95
33			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 64.80	\$	282.20	\$	107.95
34			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 38.80	\$	282.20	\$	107.95
35			* USOCS used for inventory purpose only						
36									
37		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 119.95	\$	126.65	\$	66.40
38			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 59.95	\$	126.65	\$	66.40
39			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 42.55	\$	126.65	\$	66.40
40									
41		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$	0.10	N/A	
42			Loop Qualification Process - Manual	NRBXU	N/A	\$	84.52	N/A	
43			Loop Qualification Process - Detailed Manual	NR98Y	N/A		TBD	N/A	
44		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$	353.30	\$	16.80
45			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$	353.30	\$	16.80

UNE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC ARKANSAS
August 16, 2004

APPENDIX PRICING/ASP-BOUND ONLY
Effective Date: xx/xx/xx
SBC AR/TELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
46			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 138.30	\$ 16.80	
47			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 901.85	\$ 47.20	
48			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 618.00	\$ 32.00	
49			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 235.10	\$ 32.00	
50			Removal of Excessive Bridged Taps	NRBXW	None	\$ 593.55	\$ 30.40	
51			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 296.75	\$ 15.20	
52			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 96.80	\$ 15.20	
53			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,474.95	\$ 53.00	
54			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 601.35	\$ 22.70	
55			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 233.15	\$ 22.70	
56			Removal of Load Coils	NRBXZ	None	\$ 971.60	\$ 22.60	
57			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 323.85	\$ 7.15	
58			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 136.36	\$ 7.15	
59								
60		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.95	\$ 137.85	TBD	
61			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 65.14	\$ 28.51	
62			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 77.29	\$ 39.81	
63		LST	LST performed on CODSLAM Loop	URCLD	None	\$226.95	None	
64			LST performed on Sub Loop	URCLB	None	\$ 194.57	None	
65		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.57	\$ 80.63	\$ 76.76	
66			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 65.14	\$ 28.51	
67			4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 95.45	\$ 91.58	
68			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 77.29	\$ 39.81	
69			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.57	\$ 80.63	\$ 76.76	
70			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 65.14	\$ 28.51	
71			2-wire Analog Loop to Analog Line Port	UDLX2	\$ -	\$ 76.10	\$ 48.25	
72			2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD	
73			2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	\$ 20.03	\$ 19.16	
74		Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.35	None	None	
75			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.14	None	None	
76			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.52	None	None	
77			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 24.81	None	None	
78			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 12.13	None	None	
79			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 7.22	None	None	

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
80			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 29.01	None	None	
81			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 16.03	None	None	
82			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 11.03	None	None	
83			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 24.05	None	None	
84			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.47	None	None	
85			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 6.20	None	None	
86			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 28.25	None	None	
87			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 15.36	None	None	
88			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 10.01	None	None	
89			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.32	None	None	
90			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.02	None	None	
91			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 3.93	None	None	
92			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.69	None	None	
93			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.28	None	None	
94			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 3.04	None	None	
95			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 49.63	None	None	
96			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 24.26	None	None	
97			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 14.44	None	None	
98			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.02	None	None	
99			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 32.06	None	None	
100			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 22.06	None	None	
101			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 48.10	None	None	
102			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 22.93	None	None	
103			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 12.40	None	None	
104			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 56.49	None	None	
105			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.73	None	None	
106			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 20.02	None	None	
107			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 8.64	None	None	
108			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 8.04	None	None	
109			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.87	None	None	
110			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.35	None	None	
111			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.13	None	None	
112			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.47	None	None	
113			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 24.82	None	None	
114			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 12.13	None	None	
115			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 7.17	None	None	
116			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 29.01	None	None	
117			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 16.02	None	None	
118			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 10.98	None	None	
119			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 24.05	None	None	
120			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.46	None	None	
121			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 6.15	None	None	
122			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 28.25	None	None	
123			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 15.36	None	None	
124			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 9.96	None	None	
125			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.32	None	None	
126			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.02	None	None	
127			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 3.93	None	None	
128			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.70	None	None	

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129			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.27	None	None	
130			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.94	None	None	
131			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 49.63	None	None	
132			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 24.25	None	None	
133			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 14.34	None	None	
134			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.03	None	None	
135			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 32.05	None	None	
136			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 21.96	None	None	
137			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 48.10	None	None	
138			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 22.92	None	None	
139			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 12.30	None	None	
140			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 56.50	None	None	
141			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.72	None	None	
142			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 19.92	None	None	
143			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 8.64	None	None	
144			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 8.04	None	None	
145			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.87	None	None	
146		Sub-loop Unbundling Cross Connect						
147			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 258.04	\$ 97.80	
148			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 258.93	\$ 98.70	
149			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 258.04	\$ 97.80	
150			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 258.93	\$ 98.70	
151		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.95	\$ 105.70	\$ 69.40	
152			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.05	\$ 105.70	\$ 69.40	
153			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.05	\$ 105.70	\$ 69.40	
154			Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
155			Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
156			Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
157		Routine Modifications						
158			Routine Modifications of Existing Facilities	NA	NA	ICB	NA	
159		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 66.05	None	
160			Manual Change - Simple	NRBUO	None	\$ 63.70	None	
161			Manual Record - Simple	NRBUU	None	\$ 39.45	None	
162			Manual Disconnect - Simple	NRBUW	None	\$ 33.05	None	
163			Manual Suspend - Simple	NRBJZ	None	\$ 39.45	None	
164			Manual Restore - Simple	NRBJ9	None	\$ 39.45	None	
165			Manual Expedited - Simple	NRMV1	None	\$ 66.05	None	
166			Manual Customer Not Ready - Simple	NRMV5	None	\$ 66.05	None	

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167			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 66.05	None	
168			Manual New - Complex	NRBUR	None	\$ 270.70	None	
169			Manual Change - Complex	NRBUP	None	\$ 150.40	None	
170			Manual Record - Complex	NRBUV	None	\$ 126.15	None	
171			Manual Disconnect - Complex	NRBUX	None	\$ 72.30	None	
172			Manual Suspend - Complex	NRBJ7	None	\$ 126.15	None	
173			Manual Restore - Complex	NRBJ8	None	\$ 126.15	None	
174			Manual Expedited - Complex	NRMV2	None	\$ 270.70	None	
175			Manual Customer Not Ready - Complex	NRMV6	None	\$ 270.70	None	
176			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 270.70	None	
177			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
178			Electronic New - Complex	NRBGX	None	\$ 79.62	None	
179			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
180			Electronic Change - Complex	NR9G8	None	\$ 79.62	None	
181			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
182			Electronic Record - Complex	NR9G7	None	\$ 5.03	None	
183			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
184			Electronic Disconnect - Complex	NR9G9	None	\$ 27.21	None	
185			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
186			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
187			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None	
188			Electronic Expedited Complex	NRMVX	None	\$ 5.00	None	
189			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None	
190			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None	
191			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$ 5.00	None	
192			Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$ 5.00	None	
193			PIC Change Charge	NRBL9	None	\$ 5.00	None	
194		OTHER						
195								
196		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
197			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
198			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
199			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
200			Directory Assistance - Branding - Initial/Subsequent Load		None	\$ 1,800.00	None	
201			Directory Assistance - Branding - per call	ZZUCB	\$ 0.025	None	None	
202								
203			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
204			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
205			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
206			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
207			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
208			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
209			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	

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210		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
211			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
212			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
213			Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	
214								
215			Operator Services - Rate Reference - Initial Load	NRBDL	None	\$ 2,200.00	None	
216			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
217			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 614.46	None	
218			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 614.46	None	
219								
220		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
221			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000289	None	None	
222		BCR	Per interstate local message	Not Applicable	\$ 0.08	None	None	
223			Per local message	Not Applicable	\$ 0.05	None	None	
224		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
225			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
226			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
227			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
228			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
229		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
230			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
231		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 71.20	\$ 34.25	
232			Overtime - per half hour	MVV	None	\$ 88.85	\$ 43.10	
233			Premium Time - per half hour	MVV	None	\$ 106.55	\$ 51.90	
234		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 71.20	\$ 34.25	
235			Overtime - per half hour	ALK, ALT, ALH	None	\$ 88.85	\$ 43.10	
236			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 106.55	\$ 51.90	
237					Annual Rates			
238		Poles and Duct (Structure)	Poles (\$/attachment/yr.)*		\$ 2.35			
239								
240			Per Foot Conduit Occupancy Fees					
241			Full Duct (\$/ft/yr.)		\$ 0.67			
242			Half Duct (\$/ft/yr.)		\$ 0.33			
243			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					

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244								
245			Contract Administration Fee			\$ 125.00		
246			Administrative Record-Keeping Fee			\$ 125.00		
247								
248								
249		INTERCARRIER COMPENSATION						
250		End Office Local Termination - Zone 1 Rural						
251			Set up charge, per call	ZZUR8	\$ 0.001944			
252			Duration charge, per MOU	ZZUR2	\$ 0.001862			
253		End Office Local Termination - Zone 2 Suburban						
254			Set up charge, per call	ZZUR8	\$ 0.001299			
255			Duration charge, per MOU	ZZUR2	\$ 0.001244			
256		End Office Local Termination - Zone 3 Urban						
257			Set up charge, per call	ZZUR8	\$ 0.001007			
258			Duration charge, per MOU	ZZUR2	\$ 0.000964			
259		Tandem Switching		ZZUR1	\$ 0.000789			
260								
261		Common Transport						
262			Termination per Minute of Use Zone 1 (Rural)	ZZUST	0.000196			
263			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	0.000171			
264			Termination per Minute of Use Zone 3 (Urban)	ZZUST	0.000157			
265			Termination per Minute of Use Interzone	ZZUST	0.000186			
266			Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	0.000006			
267			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	0.000003			
268			Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	0.000001			
269			Facilities per Minute, per Mile Interzone	ZZURF	0.000001			
270								
271		Rate for Presumed ISP-Bound Traffic as per FCC 01-131		USAGE	\$ 0.0007			
272								
273		OCA	OCA Transport & Termination	Not Applicable	\$ 0.016000	None	None	
274								
275		RESALE			RESALE DISCOUNTS			
276			BUSINESS		RECURRING	NON-RECURRING		
277			LOCAL EXCHANGE SERVICE					
278			Business 1 Party		14.50%	14.50%		
279			Business - Multi-Line Hunting		14.50%	14.50%		
280			Business Measured		14.50%	14.50%		
281			Business Measured (HTG Class of Service)		14.50%	14.50%		
282			Customer Owned Pay Telephone Service		14.50%	14.50%		
283			Line Amplifier		14.50%	14.50%		
284			Message Register Equipment		14.50%	14.50%		
285			Service Connections, Moves and Changes		14.50%	14.50%		

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286			Special Billing Numbers		14.50%	14.50%		
287			Telephone Answering and Secretarial Service		14.50%	14.50%		
288								
289			EXPANDED LOCAL CALLING					
290			Mandatory EAS		14.50%	14.50%		
291			MetroPlus		14.50%	14.50%		
292								
293			VERTICAL SERVICES					
294			Auto Redial		14.50%	14.50%		
295			Call Blocker		14.50%	14.50%		
296			Call Forwarding		14.50%	14.50%		
297			Call Forwarding - Busy Line		14.50%	14.50%		
298			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
299			Call Forwarding - Don't Answer		14.50%	14.50%		
300			Call Return		14.50%	14.50%		
301			Call Trace		14.50%	14.50%		
302			Call Waiting		14.50%	14.50%		
303			Calling Name		14.50%	14.50%		
304			Calling Number		14.50%	14.50%		
305			Personalized Ring (1 dependent number)		14.50%	14.50%		
306			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
307			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
308			Priority Call		14.50%	14.50%		
309			Remote Access to Call Forwarding		14.50%	14.50%		
310			Selective Call Forwarding		14.50%	14.50%		
311			Simultaneous Call Forwarding		14.50%	14.50%		
312			Speed Calling		14.50%	14.50%		
313			Three Way Calling		14.50%	14.50%		
314								
315			DID					
316			DID (First Block of 100 - Category 1)		14.50%	14.50%		
317			DID (First Block of 10 - Category 1)		14.50%	14.50%		
318			DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%		
319			DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%		
320			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%		
321			DID (with Multifrequency)		14.50%	14.50%		
322			DID (with Dual-Tone Multifrequency)		14.50%	14.50%		
323			DID (1st 10 Trunks or access lines)		14.50%	14.50%		
324			DID (11th thru 50th trunk or network access line)		14.50%	14.50%		
325			DID (51st trunk or network access line)		14.50%	14.50%		
326								
327			TRUNKS					
328			Analog Trunks		14.50%	14.50%		
329			Digital Trunks		14.50%	14.50%		
330			PBX Dormitory Trunks		14.50%	14.50%		
331								
332			AIN					
333			Area Wide Networking		14.50%	14.50%		
334			Caller Intelidata		14.50%	14.50%		

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Effective Date: xx/xx/xx
SBC AR/TELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
335			Disaster Routing Service		14.50%	14.50%		
336			Intelligent Redirectsm		14.50%	14.50%		
337			Intellinumber		14.50%	14.50%		
338			Positive ID		14.50%	14.50%		
339								
340			OTHER					
341			Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%		
342			Busy Out Arrangement		14.50%	14.50%		
343			Conference Telephone Service		14.50%	14.50%		
344			Customer Alerting Enablement		14.50%	14.50%		
345			Grandfathered Services		14.50%	14.50%		
346			Hot Line		14.50%	14.50%		
347			Hunting		14.50%	14.50%		
348			Improved Transmission		14.50%	14.50%		
349			Intercept Referral Service		14.50%	14.50%		
350			Local Operator Assistance Service		14.50%	14.50%		
351			Night Number associated with Telephone Number		14.50%	14.50%		
352			Night Number associated with a Terminal		14.50%	14.50%		
353			Promotions (Greater than 90 days)		14.50%	14.50%		
354			Telebranch®		14.50%	14.50%		
355			Preferred Number Service		14.50%	14.50%		
356			Second Line Control		14.50%	14.50%		
357			TouchTone		14.50%	14.50%		
358			Voice Dial		14.50%	14.50%		
359			Warm Line		14.50%	14.50%		
360								
361			Data Services					
362			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%		
363			PBX Trunks		14.50%	14.50%		
364			Mult-Service Optical Network (MON)		14.50%	14.50%		
365			OCn-PTP		14.50%	14.50%		
366			DS3		14.50%	14.50%		
367								
368			ISDN					
369			Digilinesm (ISDN BRI)		14.50%	14.50%		
370			Select Video Plus®		14.50%	14.50%		
371			Smart Trunksm (ISDN PRI)		14.50%	14.50%		
372			SuperTrunk		14.50%	14.50%		
373								
374			TOLL					
375			IntraLata MTS		14.50%	14.50%		
376			MaxiMizer 800®		14.50%	14.50%		
377			OutWATS		14.50%	14.50%		
378			800 Service		14.50%	14.50%		
379								
380			OPTIONAL TOLL CALLING PLANS					
381			1+ SAVERsm		14.50%	14.50%		
382			Designated Number Service (1+SAVER Directsm)		14.50%	14.50%		
383			Circle Saver		14.50%	14.50%		

UNE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC ARKANSAS
August 16, 2004

APPENDIX PRICING/ISP-BOUND ONLY
Effective Date: xx/xx/xx
SBC AR/TELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
384			Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%		
385			Community Calling Service		14.50%	14.50%		
386			Extended Community Saver		14.50%	14.50%		
387								
388			PLEXAR®					
389			Plexar I®		14.50%	14.50%		
390			Plexar II®		14.50%	14.50%		
391								
392			PRIVATE LINE					
393			Analog Private Lines		14.50%	14.50%		
394			Announcement Distribution Services		14.50%	14.50%		
395			DOVLink		14.50%	14.50%		
396			Foreign Exchange Service		14.50%	14.50%		
397			Foreign Serving Office		14.50%	14.50%		
398			Frame Relay		14.50%	14.50%		
399			Group Alerting Services		14.50%	14.50%		
400			MegaLink I®		14.50%	14.50%		
401			MegaLink II®		14.50%	14.50%		
402			MegaLink III®		14.50%	14.50%		
403			MicroLink I®		14.50%	14.50%		
404			MicroLink II®		14.50%	14.50%		
405			Public Response Calling Service		0.145	\$ 0.15		
406								
407					RESALE DISCOUNTS			
408			RESIDENCE		RECURRING	NON-RECURRING		
409			LOCAL EXCHANGE SERVICE					
410			Life Line and Link Up America Services		14.50%	14.50%		
411			Residence 1 Party		14.50%	14.50%		
412			Residence Measured		14.50%	14.50%		
413			Service Connections, Moves and Changes		14.50%	14.50%		
414								
415			EXPANDED LOCAL CALLING					
416			Expanded Local Calling (Mandatory)		14.50%	14.50%		
417			MetroPlus		14.50%	14.50%		
418								
419			VERTICAL SERVICES					
420			Auto Redial		14.50%	14.50%		
421			Call Blocker		14.50%	14.50%		
422			Call Forwarding		14.50%	14.50%		
423			Call Forwarding - Busy Line		14.50%	14.50%		
424			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
425			Call Forwarding - Don't Answer		14.50%	14.50%		
426			Call Return		14.50%	14.50%		
427			Call Trace		14.50%	14.50%		
428			Call Waiting		14.50%	14.50%		
429			Calling Name		14.50%	14.50%		
430			Calling Number		14.50%	14.50%		
431			ComCall®		14.50%	14.50%		
432			Personalized Ring (1 dependent number)		14.50%	14.50%		

UNE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC ARKANSAS
August 16, 2004

APPENDIX PRICING/SP-BOUND ONLY
Effective Date: xx/xx/xx
SBC ARTELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
433			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
434			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
435			Priority Call		\$ 0.145	\$ 0.15		
436			Remote Access to Call Forwarding		\$ 0.15	\$ 0.15		
437			Selective Call Forwarding		\$ 0.15	\$ 0.15		
438			Simultaneous Call Forwarding		\$ 0.15	\$ 0.15		
439			Speed Calling		\$ 0.15	\$ 0.15		
440			Three Way Calling		\$ 0.15	\$ 0.15		
441								
442			ISDN					
443			Digiline		\$ 0.145	\$ 0.15		
444								
445			OTHER					
446			Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%		
447			Conference Telephone Service		14.5%	14.5%		
448			Customer Alerting Enablement		14.5%	14.5%		
449			Grandfathered Services		14.5%	14.5%		
450			Hot Line		14.5%	14.5%		
451			Improved Transmission		14.5%	14.5%		
452			Intercept Referral Service		14.5%	14.5%		
453			Local Operator Assistance Service		14.5%	14.5%		
454			Promotions (Greater than 90 days)		14.5%	14.5%		
455			Preferred Number Service		14.5%	14.5%		
456			Second Line Control		14.5%	14.5%		
457			TouchTone		14.5%	14.5%		
458			Voice Dial		14.5%	14.5%		
459			Warm Line		14.5%	14.5%		
460								
461					RESALE DISCOUNTS			
462		OTHER (Resale)			RECURRING	NON-RECURRING		
463			DIRECTORY ASSISTANCE SERVICES		14.5%	14.5%		
464			Nationwide Listing Services (NLS)		14.5%	14.5%		
465								
466			TOLL					
467			Home 800sm		14.5%	14.5%		
468			IntraLATA MTS		14.5%	14.5%		
469			WATS		14.5%	14.5%		
470								
471			OPTIONAL TOLL CALLING PLANS					
472			1+ SAVERsm		14.5%	14.5%		
473			Designated Number Service (1+SAVER Directsm)		14.5%	14.5%		
474			Circle Saver		14.5%	14.5%		
475			Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%		
476			Community Calling Service		14.5%	14.5%		
477			Extended Community Saver		14.5%	14.5%		
478			900 Call Restriction		14.5%	14.5%		
479			Access Services		0.0%	0.0%		

LINE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC ARKANSAS
August 16, 2004

APPENDIX PRICING/ISP-BOUND ONLY
Effective Date: xx/xx/xx
SBC AR/TELCOVE

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
480			Additional Directory Listings		14.5%	14.5%		
481			Bill Plus		5.0%	5.0%		
482			Company Initiated Suspension Service		0.0%	0.0%		
483			Connections with Terminal Equipment and Communications Equipment		0.0%	0.0%		
484			Consolidated Billing		5.0%	5.0%		
485			Construction Charges		0.0%	0.0%		
486			Customer Initiated Suspension Service		0.0%	0.0%		
487			Exchange Connection Service		0.0%	0.0%		
488			Joint User Service		0.0%	0.0%		
489			Maintenance of Service Charges		0.0%	0.0%		
490			Plexar Custom®		0.0%	0.0%		
491			Prepaid Calling Cards		14.5%	14.5%		
492			Telecommunications Service Priority Systems		0.0%	0.0%		
493			Toll Billing Exception (Billed Number Screen)		14.5%	14.5%		
494			Toll Restriction		14.5%	14.5%		
495			Wireless Carrier Interconnection Services		0.0%	0.0%		
496								
497			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
498								
499			Simple conversion charge per billable number		NA	\$ 25.00	NA	
500			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
501			Complex conversion orders per billable number		NA	\$ 125.00	NA	
502								
503			SBC Arkansas transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
504			party pub, per occurrence, per dir publisher					
505								
506			OS/DA					
507			Branding - Resellers					
508			- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
509			- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
510			- Per Call	ZZUCB	\$ 0.025	NA	NA	
511			Rate Reference - Resellers					
512			- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
513			- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
514								
515								

**APPENDIX WP
EXHIBIT 1
SBC ARKANSAS**

Directory White Pages Price Sheet				
Directory			Price per single sided informational page	
Little Rock			\$964.44	
Ashdown			\$178.60	
Batesville			\$178.60	
Benton			\$178.60	
Blytheville			\$178.60	
Conway			\$178.60	
El Dorado			\$178.60	
Eureka Springs			\$178.60	
Fayetteville			\$178.60	
Forrest City			\$178.60	
Fort Smith			\$178.60	
Haber Springs			\$178.60	
Helena			\$178.60	
Hope			\$178.60	
Hot Springs			\$178.60	
Jonesboro			\$178.60	
Lonoke			\$178.60	
Mena			\$178.60	
Monticello			\$178.60	
Nashville			\$178.60	
Newport			\$178.60	
Osceola			\$178.60	
Pine Bluff			\$178.60	
Searcy			\$178.60	
Warren			\$178.60	
West Memphis			\$178.60	
Brinkley			\$61.59	
Hamburg			\$61.59	
Lake Village			\$61.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and **SBC SOUTHWEST REGION 5-STATE** does not at this time so agree.
- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC SOUTHWEST REGION 5-STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

For the purposes of this document the following shall apply for the SBC ILEC Southwestern Bell Telephone Company L.P., which shall be referred to as "SBC"

APPENDIX PRICING (KANSAS)

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APPENDIX PRICING (KANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC KANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC KANSAS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC KANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC KANSAS** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Zone:</u>	<u>Rate Group</u>	<u>Description:</u>
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

- 1.9 **SBC KANSAS'** obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC KANSAS** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions

set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC KANSAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC KANSAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC KANSAS' current generic contract rate for the Product or Service set forth in SBC KANSAS' applicable state-specific generic pricing schedule as published on SBC KANSAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC KANSAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC KANSAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC KANSAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC KANSAS for that Product or Service and incorporated into SBC KANSAS' current state-specific generic pricing schedule as published on SBC KANSAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC KANSAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC KANSAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC KANSAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC KANSAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC KANSAS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After

the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC KANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC KANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC KANSAS network, without any changes to SBC KANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC KANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
August 16, 2004

APPENDIX PRICING
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SBC KS/TELCOVE

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 20.49 *	\$ 10.25 *	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 23.34 *	\$ 28.45	\$ 13.55	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.64 *	\$ 28.45	\$ 13.55	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 11.86 *	\$ 28.45	\$ 13.55	
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81 *	\$ 22.76	\$ 8.58	
7			4-Wire Analog Zone 1(Rural)	U4H	\$ 41.76 *	\$ 47.60	\$ 23.00	
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 23.94 *	\$ 47.60	\$ 23.00	
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 19.44 *	\$ 47.60	\$ 23.00	
10			2-Wire Digital Zone 1(Rural)	U2Q	\$ 40.69 *	\$ 15.03	\$ 6.22	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 29.50 *	\$ 15.03	\$ 6.22	
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 32.66 *	\$ 15.03	\$ 6.22	
13		DSL Capable Loops						
14		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 23.34	\$ 28.45	\$ 13.55	
15			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.64	\$ 28.45	\$ 13.55	
16			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 11.86	\$ 28.45	\$ 13.55	
17			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 23.34	\$ 28.45	\$ 13.55	
18			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.64	\$ 28.45	\$ 13.55	
19			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 11.86	\$ 28.45	\$ 13.55	
20			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 23.34	\$ 28.45	\$ 13.55	
21			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.64	\$ 28.45	\$ 13.55	
22			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 11.86	\$ 28.45	\$ 13.55	
23			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 23.34	\$ 28.45	\$ 13.55	
24			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.64	\$ 28.45	\$ 13.55	
25			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 11.86	\$ 28.45	\$ 13.55	
26			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 23.34	\$ 28.45	\$ 13.55	
27			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.64	\$ 28.45	\$ 13.55	
28			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 11.86	\$ 28.45	\$ 13.55	
29			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 23.34	\$ 28.45	\$ 13.55	
30			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.64	\$ 28.45	\$ 13.55	
31			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 11.86	\$ 28.45	\$ 13.55	
32		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 41.76	\$ 47.60	\$ 23.00	
33			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 23.94	\$ 47.60	\$ 23.00	
34			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 19.44	\$ 47.60	\$ 23.00	
35			*USQCS used for inventory purpose only					
36								
37		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 40.69	\$ 181.75	\$ 94.80	
38			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 29.50	\$ 181.75	\$ 94.80	
39			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 32.66	\$ 181.75	\$ 94.80	
40								
41		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
42			Loop Qualification Process - Manual	NRBXU	N/A	\$ 0.00	N/A	
43			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
44		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 100.00	\$ 100.00	
45			Incremental Removal of Repeater (> than 17.5 Kft.same location/same	NRBNL	None	\$ 100.00	\$ 100.00	
46			Incremental Additional Removal of Repeater (> than 17.5 Kft.same	NRBNP	None	\$ 100.00	\$ 100.00	
47			location/different cable)	NRBXH	None	\$ 100.00	\$ 100.00	
48			Removal of Excessive Bridged Taps and Repeaters	NRBTW	None	\$ 100.00	\$ 100.00	
49			Incremental Removal of Excessive Bridged Taps and Repeaters (>than	NRBTW	None	\$ 100.00	\$ 100.00	
50			17.5K same location/same cable)	NRBTW	None	\$ 100.00	\$ 100.00	
51			Incremental Additional Removal of Excessive Bridged Taps and Repeaters	NRBTW	None	\$ 100.00	\$ 100.00	
			(>than 17.5K same location/different cable)	NRBTW	None	\$ 100.00	\$ 100.00	
			Removal of Excessive Bridged Taps	NRBXW	None	\$ 100.00	\$ 100.00	
			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same	NRBNK	None	\$ 100.00	\$ 100.00	
			location/same cable)	NRBNK	None	\$ 100.00	\$ 100.00	

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52			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	None	\$ 100.00	\$ 100.00	
53			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 100.00	\$ 100.00	
54			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft. same location/same Cable)	NRBM8	None	\$ 100.00	\$ 100.00	
55			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft. same location/different Cable)	NRBM9	None	\$ 100.00	\$ 100.00	
56			Removal of Load Coils	NRBXZ	None	\$ 100.00	\$ 100.00	
57			Incremental Removal of Load Coil (> than 17.5 Kft. same location/same Cable)	NRBNJ	None	\$ 100.00	\$ 100.00	
58			Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different Cable)	NRBNH	None	\$ 100.00	\$ 100.00	
59								
60		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.68	\$ 17.29	\$ 17.29	
61			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 1.47	\$ 17.29	\$ 17.29	
62		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 186.32	None	
63			LST performed on Sub Loop	URCLB	none	\$ 170.17	None	
64		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.47	\$ 17.29	\$ 17.29	
65			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.24	\$ 17.29	\$ 17.29	
66			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.95	\$ 41.63	\$ 35.73	
67			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.48	\$ 41.63	\$ 35.73	
68			2-Wire Digital Loop to Collocation	(UCXC2) Pending	\$ 2.95	\$ 17.29	\$ 17.29	
69			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	\$ 0.48	\$ 17.29	\$ 17.29	
70			2-wire Analog Loop to Analog Line Port	UDLX2	\$ 1.47	\$ 35.83	\$ 29.44	
71			2-wire Analog Loop to Analog DID Trunk Port	under development	\$ 1.47	\$ 35.83	\$ 29.44	
72			2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$ 1.47	\$ 35.83	\$ 29.44	
73		Sub-Loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 2.38	None	None	
74			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.95	None	None	
75			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.64	None	None	
76			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 40.50	None	None	
77			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 13.53	None	None	
78			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 9.58	None	None	
79			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 45.29	None	None	
80			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.00	None	None	
81			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 13.78	None	None	
82			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 38.64	None	None	
83			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 12.02	None	None	
84			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 7.43	None	None	
85			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 43.43	None	None	
86			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.49	None	None	
87			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 11.63	None	None	
88			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.92	None	None	
89			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.60	None	None	
90			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.33	None	None	
91			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 4.76	None	None	
92			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 3.89	None	None	
93			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 5.28	None	None	
94			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 81.01	None	None	
95			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 27.06	None	None	
96			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 19.17	None	None	
97			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 90.58	None	None	
98			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 36.00	None	None	
99			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 27.56	None	None	
100			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 77.28	None	None	
101			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 24.05	None	None	
102			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 14.86	None	None	
103			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 86.85	None	None	
104			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.99	None	None	
105			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 23.26	None	None	

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106			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 9.84	None	None	
107			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 9.20	None	None	
108			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 8.66	None	None	
109			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 2.37	None	None	
110			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.94	None	None	
111			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.60	None	None	
112			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 40.50	None	None	
113			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 13.53	None	None	
114			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 9.54	None	None	
115			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 45.29	None	None	
116			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.00	None	None	
117			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 13.74	None	None	
118			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 38.63	None	None	
119			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 12.02	None	None	
120			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 7.39	None	None	
121			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 43.42	None	None	
122			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.49	None	None	
123			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 11.58	None	None	
124			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.92	None	None	
125			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.60	None	None	
126			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.33	None	None	
127			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 4.75	None	None	
128			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 3.89	None	None	
129			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 5.19	None	None	
130			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 81.00	None	None	
131			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 27.05	None	None	
132			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 19.08	None	None	
133			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 90.57	None	None	
134			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.99	None	None	
135			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 27.48	None	None	
136			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 77.27	None	None	
137			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 24.04	None	None	
138			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 14.77	None	None	
139			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 86.84	None	None	
140			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.98	None	None	
141			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 23.17	None	None	
142			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 9.84	None	None	
143			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 9.20	None	None	
144			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 8.66	None	None	
145		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 295.96	\$ 112.32	
146			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 295.99	\$ 113.36	
147			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 295.96	\$ 112.32	
148			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 296.99	\$ 113.36	
149								
150		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.57	\$ 92.05	\$ 73.25	
151			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 0.65	\$ 92.05	\$ 73.25	
152			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 0.77	\$ 92.05	\$ 73.25	
153		Routine Modifications Service Order Charges	Routine Modifications of Existing Facilities Charge	NA	NA	ICB	NA	
154			Manual New - Simple	NRBUQ	None	\$ 12.35	None	
155			Manual Change - Simple	NRBUO	None	\$ 12.35	None	
156			Manual Record - Simple	NRBUU	None	\$ 12.35	None	
157			Manual Disconnect - Simple	NRBUW	None	\$ 12.35	None	
158			Manual Suspend - Simple	NRBJZ	None	\$ 12.35	None	
159			Manual Restore - Simple	NRBJ9	None	\$ 12.35	None	
160			Manual Expedited - Simple	NRMV1	None	\$ 12.35	None	
161			Manual Customer Not Ready - Simple	NRMV5	None	\$ 12.35	None	
162			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 12.35	None	

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163			Manual New - Complex	NRBUR	None	\$	12.35	None	
164			Manual Change - Complex	NRBUP	None	\$	12.35	None	
165			Manual Record - Complex	NRBUV	None	\$	12.35	None	
166			Manual Disconnect - Complex	NRBUX	None	\$	12.35	None	
167			Manual Suspend - Complex	NRBJ7	None	\$	12.35	None	
168			Manual Restore - Complex	NRBJ8	None	\$	12.35	None	
169			Manual Expedited - Complex	NRMV2	None	\$	12.35	None	
170			Manual Customer Not Ready - Complex	NRMV6	None	\$	12.35	None	
171			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$	12.35	None	
172			Electronic New - Simple	NR9W2	None	\$	2.35	None	
173			Electronic New - Complex	NRBGX	None	\$	77.53	None	
174			Electronic Change - Simple	NR9GG	None	\$	2.35	None	
175			Electronic Change - Complex	NR9G8	None	\$	77.53	None	
176			Electronic Record - Simple	NR9GU	None	\$	2.35	None	
177			Electronic Record - Complex	NR9G7	None	\$	4.90	None	
178			Electronic Disconnect - Simple	NR9GZ	None	\$	2.35	None	
179			Electronic Disconnect - Complex	NR9G9	None	\$	26.50	None	
180			Electronic Suspend - Simple	NRBJ5	None	\$	2.35	None	
181			Electronic Restore - Simple	NRBJ6	None	\$	2.35	None	
182			Electronic Expedited - Simple	NRMV7	None	\$	2.35	None	
183			Electronic Expedited - Complex	NRMVX	None	\$	2.35	None	
184			Electronic Customer Not Ready - Simple	NRMV9	None	\$	2.35	None	
185			Electronic Customer Not Ready - Complex	NRMVY	None	\$	2.35	None	
186			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$	2.35	None	
187			Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$	2.35	None	
188			PIC Change Charge	NRBL9	None	\$	5.00	None	
189									
190		OTHER							
191		Directory Assistance							
192			Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37		None	None	
193			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15		None	None	
194			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65		None	None	
195			Directory Assistance Non-Pub Emergency Service	not applicable	\$ 2.60		None	None	
196			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$	1,800.00	None	
197			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025		None	None	
198									
199			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$	2,200.00	None	
200			Directory Assistance - Rate Reference - Subsequent Load	NRBDM	None	\$	1,000.00	None	
201			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$	0.0585	None	
202			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$	0.0585	None	
203			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.60		None	None	
204			Business Category Search (BCS)	ZZUOB	\$ 0.65		None	None	
205			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65		None	None	
206		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15		None	None	
207			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	0.02		None	None	
208			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$	1,800.00	None	
209			Operator Services - Branding - Per Call	ZZUCB	\$ 0.025		None	None	
210									
211			Operator Services - Rate Reference -Initial Load	NRBDL	None	\$	2,200.00	None	
212			Operator Services - Rate Reference - Load	NRBDM	None	\$	1,000.00	None	
213			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$	608.61	None	
214			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$	608.61	None	
215		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$	10,000.00	None	
216	2/11/2004		Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000287	*	None	None	Rate Change
217		BCR	Per interstate local message	Not Applicable	\$ 0.050		None	None	
218			Per local message	Not Applicable	\$ 0.080		None	None	
219		Hosting	Billable Message Records and /or access usage records - per Record Charge	not applicable	\$ 0.0030	*	None	None	
220			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	not applicable	\$ 0.0020	*	None	None	

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221			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0050	None	None	
222			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0070	None	None	
223			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	not applicable	\$ 0.0100	None	None	
224		Clearinghouse	CH processing charge for service - per originated CH record	not applicable	\$ 0.020	None	None	
225			CH billing message - per message	not applicable	\$ 0.050	None	None	
226		Maintenance or Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$62.34	\$ 29.97	
227			Overtime - per half hour	MVV	None	\$77.80	\$ 37.70	
228			Premium Time - per half hour	MVV	None	\$93.25	\$ 45.42	
229		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$62.34	\$ 29.97	
230			Overtime - per half hour	ALK, ALT, ALH	None	\$77.80	\$ 37.70	
231			Premium Time - per half hour	ALK, ALT, ALH	None	\$93.25	\$ 45.42	
232					Annual Rates			
233		Pole and Duct (Structure)	Poles (\$/attachment/yr.)*		\$ 1.75			
234								
235			Per Foot Conduit Occupancy Fees					
236			Full Duct (\$/ft/yr.)		\$ 0.59			
237			Half Duct (\$/ft/yr.)		\$ 0.30			
238								
239			*For (1) each one foot of usable space, or fraction thereof, occupied and (2)					
240			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
241								
242			Contract Administration Fee			\$ 125.00		
243			Administrative Record-Keeping Fee			\$ 125.00		
244								
245								
246		INTERCARRIER COMPENSATION						
247			End Office Local Termination - Zone 1 Rural					
248			Set up charge, per call	ZZUR8	\$ 0.0019440			
249			Duration charge, per MOU	ZZUR2	\$ 0.0018620			
250								
251			End Office Local Termination - Zone 2 Suburban					
252			Set up charge, per call	ZZUR8	\$ 0.0012990			
253			Duration charge, per MOU	ZZUR2	\$ 0.0012440			
254								
255			End Office Local Termination - Zone 3 Urban					
256			Set up charge, per call	ZZUR8	\$ 0.0010070			
257			Duration charge, per MOU	ZZUR2	\$ 0.0009640			
258								
259			Tandem Switching	ZZUR1	\$ 0.0007890			
260								
261			Common Transport					
262			Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$ 0.0001960			
263			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$ 0.0001710			
264			Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$ 0.0001570			
265			Termination per Minute of Use Interzone	ZZUST	\$ 0.0001860			
266								
267			Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$ 0.0000060			
268			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$ 0.0000030			
269			Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$ 0.0000010			
270			Facilities per Minute, per Mile Interzone	ZZURF	\$ 0.0000010			
271								
272			Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$ 0.0007			
273								
274		OCA	CO Transport & Termination	not applicable	\$ 0.021000	None	None	

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275		Optional EAS Transit Per MOU	Zone 3 (Urban)		\$ 0.000970	None	None	
276			Zone 2 (Suburban)		\$ 0.001031	None	None	
277			Zone 1 (Rural)		\$ 0.001128	None	None	
278		Optional EAS Transprot and Termination Per MOU	Zone 3 (Urban)		\$ 0.002280	None	None	
279			Zone 2 (Suburban)		\$ 0.002721	None	None	
280			Zone 1 (Rural)		\$ 0.003858	None	None	
281								
282		RESALE - Uniform Rate Structure						
283		Business			RESALE DISCOUNTS			
284		LOCAL EXCHANGE SERVICE			RECURRING	NON-RECURRING		
285		Business 1 Party			21.60%	21.60%	NA	
286		Business - Multi-Line			21.60%	21.60%	NA	
287		Business Message Rate 1-Party			21.60%	21.60%	NA	
288		Customer Operated Pay Telephone Service			21.60%	21.60%	NA	
289		Line Amplifier			21.60%	21.60%	NA	
290		Public Response Calling Service			21.60%	21.60%	NA	
291		Telephone Answering and Secretarial Service			21.60%	21.60%	NA	
292		Service Connections, Move and Changes			21.60%	21.60%	NA	
293								
294		EXPANDED LOCAL CALLING						
295		Mandatory Extend Local Calling			21.60%	21.60%	NA	
296		Basehor Optional Calling Area			21.60%	21.60%	NA	
297		MetroPlus			21.60%	21.60%	NA	
298								
299		VERTICAL SERVICES						
300		Auto Redial			21.60%	21.60%	NA	
301		Call Blocker			21.60%	21.60%	NA	
302		Call Forwarding			21.60%	21.60%	NA	
303		Call Forwarding - Busy Line			21.60%	21.60%	NA	
304		Call Forwarding - Busy Line/Don't Answer			21.60%	21.60%	NA	
305		Call Forwarding - Don't Answer			21.60%	21.60%	NA	
306		Call Return			21.60%	21.60%	NA	
307		Call Trace			21.60%	21.60%	NA	
308		Call Waiting			21.60%	21.60%	NA	
309		Calling Name			21.60%	21.60%	NA	
310		Calling Number			21.60%	21.60%	NA	
311		Personalized Ring (1 dependent number)			21.60%	21.60%	NA	
312		Personalized Ring (2 dependent numbers - 1st number)			21.60%	21.60%	NA	
313		Personalized Ring (2 dependent numbers - 2nd number)			21.60%	21.60%	NA	
314		Priority Call			21.60%	21.60%	NA	
315		Remote Access to Call Forwarding			21.60%	21.60%	NA	
316		Selective Call Forwarding			21.60%	21.60%	NA	
317		Simultaneous Call Forwarding			21.60%	21.60%	NA	
318		Speed Calling			21.60%	21.60%	NA	
319		Three Way Calling			21.60%	21.60%	NA	
320								
321		DID						
322		DID (First Block of 100 - Category 1)			21.60%	21.60%	NA	
323		DID (First Block of 10 - Category 1)			21.60%	21.60%	NA	
324		DID (Ea. adl. block of 10 after first 10 - Category 1)			21.60%	21.60%	NA	
325		DID (Ea. adl. block of 100 after first 100 - Category 2)			21.60%	21.60%	NA	
326		DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)			21.60%	21.60%	NA	
327		DID (with Multifrequency)			21.60%	21.60%	NA	
328		DID (with Dual-Tone Multifrequency)			21.60%	21.60%	NA	
329		DID (1st 10 Trunks or access lines)			21.60%	21.60%	NA	
330		DID (11th thru 50th trunk or network access line)			21.60%	21.60%	NA	
331		DID (51st trunk or network access line)			21.60%	21.60%	NA	
332								
333		TRUNKS						

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334			Analog Trunks		21.60%	21.60%	NA	
335			Hotel/Motel Trunks		21.60%	21.60%	NA	
336			Digital Trunks		21.60%	21.60%	NA	
337								
338			AIN					
339			Area Wide Networking		21.60%	21.60%	NA	
340			Caller Intellidata		21.60%	21.60%	NA	
341			Disaster Routing Service		21.60%	21.60%	NA	
342			Intelligent Redirectsm		21.60%	21.60%	NA	
343			Positive ID		21.60%	21.60%	NA	
344								
345			OTHER					
346			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
347			Busy Out Arrangements		21.60%	21.60%	NA	
348			Conference Telephone Service		21.60%	21.60%	NA	
349			Customer Alerting Enablement		21.60%	21.60%	NA	
350			Grandfathered Services		21.60%	21.60%	NA	
351			Hot Line		21.60%	21.60%	NA	
352			Hunting		21.60%	21.60%	NA	
353			Improved Data Transmission		21.60%	21.60%	NA	
354			Intercept Referral Service		21.60%	21.60%	NA	
355			Local Operator Assistance Service		21.60%	21.60%	NA	
356			Night Number associated with Telephone Number		21.60%	21.60%	NA	
357			Night Number associated with a Terminal		21.60%	21.60%	NA	
358			Promotions (Greater than 90 days)		21.60%	21.60%	NA	
359			Preferred Number Service		21.60%	21.60%	NA	
360			Second Line Control		21.60%	21.60%	NA	
361			Selective Call Acceptance		21.60%	21.60%	NA	
362			Telebranch®		21.60%	21.60%	NA	
363			TouchTone		21.60%	21.60%	NA	
364			Voice Dial		21.60%	21.60%	NA	
365			Warm Line		21.60%	21.60%	NA	
366								
367			Data Services					
368			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA	
369			PBX Trunks		21.60%	21.60%	NA	
370			Mult-Service Optical Network (MON)		21.60%	21.60%	NA	
371			OCn-PTP		21.60%	21.60%	NA	
372			DS3		21.60%	21.60%	NA	
373								
374			ISDN					
375			Digilinesm (ISDN BRI)		21.60%	21.60%	NA	
376			Select Video Plus®		21.60%	21.60%	NA	
377			Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA	
378			SuperTrunk		21.60%	21.60%	NA	
379								
380			TOLL					
381			IntraLATA MTS		21.60%	21.60%	NA	
382			MaxiMizer 800®		21.60%	21.60%	NA	
383			OutWATS		21.60%	21.60%	NA	
384			800 Service		21.60%	21.60%	NA	
385								
386			OPTIONAL TOLL CALLING PLANS					
387			1+ SAVERsm		21.60%	21.60%	NA	
388			1+Saver Direct		21.60%	21.60%	NA	
389			Optional Community Calling Service		21.60%	21.60%	NA	
390								
391			PLEXAR®					
392			Plexar I®		21.60%	21.60%	NA	
393			Plexar II®		21.60%	21.60%	NA	
394			Plexar Custom®		21.60%	21.60%	NA	
395								
396			PRIVATE LINE					

UNE AECN:
RESALE AECN:
ACNA:

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397			Analog Private Lines		21.60%	21.60%	NA	
398			Announcement Distribution Services		21.60%	21.60%	NA	
399			Foreign Exchange Service		21.60%	21.60%	NA	
400			Foreign Serving Office		21.60%	21.60%	NA	
401			Frame Relay		21.60%	21.60%	NA	
402			Group Alerting Services		21.60%	21.60%	NA	
403			MicroLink I®		21.60%	21.80%	NA	
404			MicroLink II®		21.60%	21.60%	NA	
405			MultiPoint Video		21.60%	21.60%	NA	
406			Network Reconfiguration Service		21.60%	21.60%	NA	
407			Public Response Calling Service		21.60%	21.60%	NA	
408			Service Loop Facility Modification Service		21.60%	21.60%	NA	
409								
410								
411			Residence		RECURRING	NON-RECURRING		
412			LOCAL EXCHANGE SERVICE					
413			Life Line and Link Up America Services		21.60%	21.60%	NA	
414			Residence 1 Party		21.60%	21.60%	NA	
415			Residence Measured		21.60%	21.60%	NA	
416			Residence Flat Rate Trunks		21.60%	21.60%	NA	
417			Urban Mileage		21.60%	21.60%	NA	
418			Service Connections, Move and Changes		21.60%	21.60%	NA	
419								
420			EXPANDED LOCAL CALLING					
421			Mandatory Extend Local Calling		21.60%	21.60%	NA	
422			Basehor Optional Calling Area		21.60%	21.60%	NA	
423			MetroPlus		21.60%	21.60%	NA	
424								
425			VERTICAL SERVICES					
426			Auto Redial		21.60%	21.60%	NA	
427			Call Blocker		21.60%	21.60%	NA	
428			Call Forwarding		21.60%	21.60%	NA	
429			Call Forwarding - Busy Line		21.60%	21.60%	NA	
430			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA	
431			Call Forwarding - Don't Answer		21.60%	21.60%	NA	
432			Call Return		21.60%	21.60%	NA	
433			Call Trace		21.60%	21.60%	NA	
434			Call Waiting		21.60%	21.60%	NA	
435			Calling Name		21.60%	21.60%	NA	
436			Calling Number		21.60%	21.60%	NA	
437			Personalized Ring (1 dependent number)		21.60%	21.60%	NA	
438			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA	
439			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA	
440			Priority Call		21.60%	21.60%	NA	
441			Remote Access to Call Forwarding		21.60%	21.60%	NA	
442			Selective Call Forwarding		21.60%	21.60%	NA	
443			Simultaneous Call Forwarding		21.60%	21.60%	NA	
444			Speed Calling		21.60%	21.60%	NA	
445			Three Way Calling		21.60%	21.60%	NA	
446								
447			ISDN					
448			Digiline		21.60%	21.60%	NA	
449								
450			OTHER					
451			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
452			Conference Telephone Service		21.60%	21.60%	NA	
453			Customer Alerting Enablement		21.60%	21.60%	NA	
454			Grandfathered Services		21.60%	21.60%	NA	
455			Hot Line		21.60%	21.60%	NA	
456			Improved Data Transmission		21.60%	21.60%	NA	
457			Intercept Services		21.60%	21.60%	NA	
458			Local Operator Assistance Service		21.60%	21.60%	NA	
459			Promotions (Greater than 90 days)		21.60%	21.60%	NA	

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460			Preferred Number Service		21.60%	21.60%	NA	
461			Second Line Control		21.60%	21.60%	NA	
462			Selective Call Acceptance		21.60%	21.60%	NA	
463			TouchTone		21.60%	21.60%	NA	
464			Voice Dial		21.60%	21.60%	NA	
465			Warm Line		21.60%	21.60%	NA	
466			OTHER (Resale)					
467								
468			DIRECTORY ASSISTANCE SERVICES		21.60%	21.60%	NA	
469			Nationwide Listing Services (NLS)		21.60%	21.60%	NA	
470								
471			TOLL					
472			900 Call Restriction		21.60%	21.60%	NA	
473			Home 800sm		21.60%	21.60%	NA	
474			IntraLATA MTS		21.60%	21.60%	NA	
475								
476			OPTIONAL TOLL CALLING PLANS					
477			1+ SAVERsm		21.60%	21.60%	NA	
478			1+Saver Direct		21.60%	21.60%	NA	
479			Optional Community Calling Service		21.60%	21.60%	NA	
480								
481			900 Call Restriction		21.60%	21.60%	NA	
482			Access Services		0.00%	0.00%	NA	
483			Additional Directory Listings		21.60%	21.60%	NA	
484			Bill Plus		5.00%	5.00%	NA	
485			Company Initiated Suspension Service		0.00%	0.00%	NA	
486			Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA	
487			Consolidated Billing		5.00%	5.00%	NA	
488			Construction Charges		0.00%	0.00%	NA	
489			Customer Initiated Suspension Service		0.00%	0.00%	NA	
490			Exchange Connection Service		0.00%	0.00%	NA	
491			Information Delivery Service		0.00%	0.00%	NA	
492			Intellinumber		21.60%	21.60%	NA	
493			IntraLATA Internet Access Plan		0.00%	0.00%	NA	
494			Maintenance of Service Charges		0.00%	0.00%	NA	
495			Prepaid Calling Cards		21.60%	21.60%	NA	
496			Shared Tenant Service		0.00%	0.00%	NA	
497			Shared Use Service		0.00%	0.00%	NA	
498			Telecommunications Service Priority Systems		0.00%	0.00%	NA	
499			TeleKansas		0.00%	0.00%	NA	
500			Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA	
501			Toll Restriction		21.60%	21.60%	NA	
502			Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
503								
504			Electronic Billing Information Data (daily usage) per message		0.003	NA	NA	
505								
506			Conversion Charges below based upon Docket 97-SCCC-149-GIT					
507			Simple conversion charge per billable number-manual		NA	12.35	NA	
508			Simple conversion charge per billable number-electronic		NA	2.35	NA	
509			Complex conversion charge per billable number-manual		NA	12.35	NA	
510			Complex conversion charge per billable number-electronic			2.35	NA	
511								
512			OS/DA					
513			Branding - Resellers					
514			- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
515			- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
516			- Per Call	ZZUCB	\$ 0.0250	NA	NA	
517			External Rater - Resellers					
518			- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
519			- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
520								
521								
522								

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SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
August 16, 2004

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SBC KS/TELCOVE

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
523		RESALE - Tiered Rate Structure			SBC RECURRING	SBC NON-REC.		
524			Business		RESALE DISCOUNTS			
525			LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING		
526			Business 1 Party		19.50%	19.50%	NA	
527			Business - Multi-Line		19.50%	19.50%	NA	
528			Business Message Rate 1-Party		19.50%	19.50%	NA	
529			Customer Operated Pay Telephone Service		19.50%	19.50%	NA	
530			Line Amplifier		19.50%	19.50%	NA	
531			Public Response Calling Service		19.50%	19.50%	NA	
532			Telephone Answering and Secretarial Service		19.50%	19.50%	NA	
533			Service Connections, Move and Changes		19.50%	19.50%	NA	
534								
535			EXPANDED LOCAL CALLING					
536			Mandatory Extend Local Calling		19.50%	19.50%	NA	
537			Basehor Optional Calling Area		19.50%	19.50%	NA	
538			MetroPlus		19.50%	19.50%	NA	
539								
540			VERTICAL SERVICES					
541			Auto Redial		30.50%	30.50%	NA	
542			Call Blocker		30.50%	30.50%	NA	
543			Call Forwarding		30.50%	30.50%	NA	
544			Call Forwarding - Busy Line		30.50%	30.50%	NA	
545			Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
546			Call Forwarding - Don't Answer		30.50%	30.50%	NA	
547			Call Return		30.50%	30.50%	NA	
548			Call Trace		30.50%	30.50%	NA	
549			Call Waiting		30.50%	30.50%	NA	
550			Calling Name		30.50%	30.50%	NA	
551			Calling Number		30.50%	30.50%	NA	
552			Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
553			Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
554			Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
555			Priority Call		30.50%	30.50%	NA	
556			Remote Access to Call Forwarding		30.50%	30.50%	NA	
557			Selective Call Forwarding		30.50%	30.50%	NA	
558			Simultaneous Call Forwarding		30.50%	30.50%	NA	
559			Speed Calling		30.50%	30.50%	NA	
560			Three Way Calling		30.50%	30.50%	NA	
561								
562			DID					
563			DID (First Block of 100 - Category 1)		19.50%	19.50%	NA	
564			DID (First Block of 10 - Category 1)		19.50%	19.50%	NA	
565			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.50%	19.50%	NA	
566			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.50%	19.50%	NA	
567			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.50%	19.50%	NA	
568			DID (with Multifrequency)		19.50%	19.50%	NA	
569			DID (with Dual-Tone Multifrequency)		19.50%	19.50%	NA	
570			DID (1st 10 Trunks or access lines)		19.50%	19.50%	NA	
571			DID (11th thru 50th trunk or network access line)		19.50%	19.50%	NA	
572			DID (51st trunk or network access line)		19.50%	19.50%	NA	
573								
574			TRUNKS					
575			Analog Trunks		19.50%	19.50%	NA	
576			Hotel/Motel Trunks		19.50%	19.50%	NA	
577			Digital Trunks		19.50%	19.50%	NA	
578								
579			AIN					
580			Area Wide Networking		19.50%	19.50%	NA	
581			Caller Intellidata		19.50%	19.50%	NA	
582			Disaster Routing Service		19.50%	19.50%	NA	
583			Intelligent Redirectsm		19.50%	19.50%	NA	
584			Positive ID		19.50%	19.50%	NA	

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585								
586			OTHER					
587			Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%	NA	
588			Busy Out Arrangements		19.50%	19.50%	NA	
589			Conference Telephone Service		19.50%	19.50%	NA	
590			Customer Alerting Enablement		19.50%	19.50%	NA	
591			Grandfathered Services		19.50%	19.50%	NA	
592			Hot Line		19.50%	19.50%	NA	
593			Hunting		19.50%	19.50%	NA	
594			Improved Data Transmission		19.50%	19.50%	NA	
595			Intercept Referral Service		19.50%	19.50%	NA	
596			Local Operator Assistance Service		19.50%	19.50%	NA	
597			Night Number associated with Telephone Number		19.50%	19.50%	NA	
598			Night Number associated with a Terminal		19.50%	19.50%	NA	
599			Promotions (Greater than 90 days)		19.50%	19.50%	NA	
600			Preferred Number Service		19.50%	19.50%	NA	
601			Second Line Control		19.50%	19.50%	NA	
602			Selective Call Acceptance		19.50%	19.50%	NA	
603			Telebranch®		19.50%	19.50%	NA	
604			TouchTone		19.50%	19.50%	NA	
605			Voice Dial		19.50%	19.50%	NA	
606			Warm Line		19.50%	19.50%	NA	
607								
608			ISDN					
609			Digiline		19.50%	19.50%	NA	
610			Select Video Plus®		19.50%	19.50%	NA	
611			Smart Trunksm		19.50%	19.50%	NA	
612								
613			TOLL					
614			IntraLATA MTS		17.00%	17.00%	NA	
615			MaxiMizer 800®		17.00%	17.00%	NA	
616			OutWATS		17.00%	17.00%	NA	
617			800 Service		17.00%	17.00%	NA	
618								
619			OPTIONAL TOLL CALLING PLANS					
620			1+ SAVERsm		17.00%	17.00%	NA	
621			1+Saver Direct		17.00%	17.00%	NA	
622			Optional Community Calling Service		17.00%	17.00%	NA	
623								
624			PLEXAR®					
625			Plexar I®		19.50%	19.50%	NA	
626			Plexar II®		19.50%	19.50%	NA	
627			Plexar Custom®		19.50%	19.50%	NA	
628								
629			PRIVATE LINE					
630			Analog Private Lines		19.50%	19.50%	NA	
631			Announcement Distribution Services		19.50%	19.50%	NA	
632			Foreign Exchange Service		19.50%	19.50%	NA	
633			Foreign Serving Office		19.50%	19.50%	NA	
634			Frame Relay		19.50%	19.50%	NA	
635			Group Alerting Services		19.50%	19.50%	NA	
636			MicroLink I®		19.50%	19.50%	NA	
637			MicroLink II®		19.50%	19.50%	NA	
638			MultiPoint Video		19.50%	19.50%	NA	
639			Network Reconfiguration Service		19.50%	19.50%	NA	
640			Public Response Calling Service		19.50%	19.50%	NA	
641			Service Loop Facility Modification Service		19.50%	19.50%	NA	
642								
643					RESALE DISCOUNTS			
644			Residence		RECURRING	NON-RECURRING		
645			LOCAL EXCHANGE SERVICE					
646			Life Line and Link Up America Services		19.50%	19.50%	NA	
647			Residence 1 Party		19.50%	19.50%	NA	

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648			Residence Measured		19.50%	19.50%	NA	
649			Residence Flat Rate Trunks		19.50%	19.50%	NA	
650			Urban Mileage		19.50%	19.50%	NA	
651			Service Connections, Move and Changes		19.50%	19.50%	NA	
652								
653			EXPANDED LOCAL CALLING					
654			Mandatory Extend Local Calling		19.50%	19.50%	NA	
655			Basehor Optional Calling Area		19.50%	19.50%	NA	
656			MetroPlus		19.50%	19.50%	NA	
657								
658			VERTICAL SERVICES					
659			Auto Redial		30.50%	30.50%	NA	
660			Call Blocker		30.50%	30.50%	NA	
661			Call Forwarding		30.50%	30.50%	NA	
662			Call Forwarding - Busy Line		30.50%	30.50%	NA	
663			Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
664			Call Forwarding - Don't Answer		30.50%	30.50%	NA	
665			Call Return		30.50%	30.50%	NA	
666			Call Trace		30.50%	30.50%	NA	
667			Call Waiting		30.50%	30.50%	NA	
668			Calling Name		30.50%	30.50%	NA	
669			Calling Number		30.50%	30.50%	NA	
670			Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
671			Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
672			Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
673			Priority Call		30.50%	30.50%	NA	
674			Remote Access to Call Forwarding		30.50%	30.50%	NA	
675			Selective Call Forwarding		30.50%	30.50%	NA	
676			Simultaneous Call Forwarding		30.50%	30.50%	NA	
677			Speed Calling		30.50%	30.50%	NA	
678			Three Way Calling		30.50%	30.50%	NA	
679								
680			ISDN					
681			Digiline		19.50%	19.50%	NA	
682								
683			OTHER					
684			Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%	NA	
685			Conference Telephone Service		19.50%	19.50%	NA	
686			Customer Alerting Enablement		19.50%	19.50%	NA	
687			Grandfathered Services		19.50%	19.50%	NA	
688			Hot Line		19.50%	19.50%	NA	
689			Improved Data Transmission		19.50%	19.50%	NA	
690			Intercept Services		19.50%	19.50%	NA	
691			Local Operator Assistance Service		19.50%	19.50%	NA	
692			Promotions (Greater than 90 days)		19.50%	19.50%	NA	
693			Preferred Number Service		19.50%	19.50%	NA	
694			Second Line Control		19.50%	19.50%	NA	
695			Selective Call Acceptance		19.50%	19.50%	NA	
696			TouchTone		19.50%	19.50%	NA	
697			Voice Dial		19.50%	19.50%	NA	
698			Warm Line		19.50%	19.50%	NA	
699			OTHER (Resale)					
700								
701			DIRECTORY ASSISTANCE SERVICES		19.50%	19.50%	NA	
702			Nationwide Listing Services (NLS)		19.50%	19.50%	NA	
703								
704			TOLL					
705			900 Call Restriction		17.00%	17.00%	NA	
706			Home 800sm		17.00%	17.00%	NA	
707			IntraLATA MTS		17.00%	17.00%	NA	
708								