

***ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS (“RABT YZP”)**

1. INTRODUCTION

- 1.1 * This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap (“RABT”) using a modified version of the Yellow Zone Process (“YZP”), for xDSL Loops.
- 1.2 * Intentionally Omitted.
- 1.3 * SBC MISSOURI shall provide MCIIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

2. * DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

- 2.1 * “Minimum Qualifications” as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.
- 2.2 * “Non-excessive bridged tap” as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.3 * “No Sync situation” as used herein means that after the completion of a YZP service order, MCIIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.4 * “Removal of All or Non-Excessive Bridged Tap” (“RABT”) as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of Non-Excessive Bridged Tap as defined herein, in response to a request by MCIIm.
- 2.5 * “Sync Test” as used herein shall refer to the procedures used by MCIIm, when MCIIm’s provided test equipment, verifies there is communication, or “sync”, from MCIIm’s collocated DSLAM to the last cable pair leaving the SBC MISSOURI Central Office to the End-User premise.

3. * RABT YZP OFFERING

- 3.1 * To be eligible for the RABT YZP, MCIIm shall have ordered an xDSL Loop on its original service order, using a generic loop ‘As Is’ specification code to identify the Loop that may require conditioning. All Local Service Requests (“LSRs”) for an xDSL Loop shall be submitted with the Loop Specification Code or Loop Modification Type (“LMT”) designated for the YZP process.
- 3.2 * MCIIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.
- 3.3 * Except as provided below, SBC MISSOURI will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in MISSOURI providing advanced services, or any third party.

3.3.1 * In those instances where SBC MISSOURI determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of SBC MISSOURI, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, SBC MISSOURI will respond to MCIIm-referred RABT trouble tickets for xDSL Loops in parity with the repair intervals SBC MISSOURI provides to its advanced services affiliate in California or Missouri. SBC MISSOURI will advise MCIIm as soon as possible when SBC MISSOURI is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.4 * MCIIm shall pay SBC MISSOURI for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. * TESTING

4.1 Intentionally Omitted.

4.2 * Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.

4.3 * MCIIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to SBC MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).

5. * MAINTENANCE /SERVICE ASSURANCE

5.1 * Prior to the opening of a trouble ticket for the RABT, MCIIm must verify that the problem is not MCIIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in SBC MISSOURI as a 'No Trouble Found' (NTF) and MCIIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 * MCIIm may open a YZP-related trouble ticket for the RABT via the following two methods:

5.2.1 * By calling the Local Operations Center. In such case, MCIIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 * By opening an electronic bonding ticket. In such case, MCIIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. * When Excessive Bridged Tap(s) is present on the loop: MCIIm may request:

- a. the removal of Excessive Bridged Tap(s); or
 - b. the Removal of All Bridged Tap(s).
 2. * When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
 3. * Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC MISSOURI LOC. Vendor meet procedures can be found in SBC MISSOURI's CLEC On-Line Handbook.
 4. * It is the MCI's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC MISSOURI i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
 5. * Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing terms and conditions set forth elsewhere in this Agreement.
- 5.3 * Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCI for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 * Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, SBC MISSOURI will use that YZP designation and the initiation of the trouble ticket by MCI as approval for loop conditioning and the loop will be conditioned by SBC MISSOURI. MCI will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, SBC MISSOURI RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by SBC MISSOURI.
 - 5.3.2 * Except as otherwise provided for herein, if MCI's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC MISSOURI will bill and MCI shall pay the appropriate RABT conditioning charges set forth on the attached, SBC MISSOURI RABT Pricing Schedule, for all conditioning performed by SBC MISSOURI via the RABT trouble ticket process.
 - 5.3.3 * In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC MISSOURI LOC will notify MCI as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 * Escalations for YZP trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. * PRICING

- 6.1 * The rates that SBC MISSOURI will charge and that MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7. * RESERVATION OF RIGHTS /INTERVENING LAW

7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

* SBC MISSOURI Position: It is SBC MISSOURI's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offerings that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC MISSOURI disputes MCI's submission of this issue, relating to a voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in SBC MISSOURI's position statements in the Voluntary Services – YZP/RABT-YZP DPL. Without waiving said objection, SBC MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss the issues as to this non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, SBC MISSOURI does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC MISSOURI that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.