

LINE SPLITTING

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1. INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which SBC MISSOURI will provide MCIIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. SBC MISSOURI shall support MCIIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to SBC MISSOURI Line Splitting processes and procedures result from final outcomes of the SBC 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, SBC MISSOURI and MCIIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 SBC MISSOURI shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.

- 2.8 "Line Splitting" is the process in which one CLEC (which may include MCI or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCI or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.
- 2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Intentionally Omitted.
- 3.2 SBC MISSOURI will provide MCI with access to UNE to provide Line Splitting to deploy xDSL technologies. SBC MISSOURI will not impose limitations on the transmission speeds of xDSL services; provided, however, that SBC MISSOURI does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted
- 3.6 Whenever MCI purchases an xDSL Loop, MCI shall control the entire loop spectrum.
- 3.7 Intentionally Omitted.
- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 Intentionally Omitted.
- 3.11 Intentionally Omitted.
- 3.12 Intentionally Omitted
- 3.13 SBC MISSOURI may not require MCI to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4. AUTHORIZED ADVANCED SERVICES PROVIDER

- 3.14 MCI may identify to SBC MISSOURI one or more CLECs as an authorized advanced services provider which is authorized by MCI to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCI ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCI

acknowledges that the AASP is placing the order on MCI's behalf. Such an Advanced Services Provider shall submit orders on MCI's behalf using MCI's ACNA OCN and circuit facilities assignment ("CFA") information.

- 3.15 Intentionally Omitted.
- 3.16 MCI is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.
- 3.17 Liability and Indemnification for unauthorized use of SBC MISSOURI' OSS is addressed in Appendix OSS.

5. LOOP OFFERING

- 5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCI for Line Splitting, SBC MISSOURI shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

- 7.1 Intentionally Omitted.
- 7.2 Provisioning intervals for xDSL Loops utilized by MCI for Line Splitting are the same as those set forth in Appendix xDSL.
- 7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, SBC will abide by the provisions outlined pursuant to Appendix xDSL of this Agreement, subject to the outcome of any statewide collaboratives agreed upon changes in the SBC 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, as set forth in sec. 1.2 above.
- 7.4 Intentionally Omitted.
- 7.5 Intentionally Omitted.
- 7.6 Intentionally Omitted.
- 7.7 Intentionally Omitted.
- 7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.
- 7.9 Intentionally Omitted.
- 7.10 Intentionally Omitted.

- 7.11 If connections to a collocation arrangement must be established or modified, then MCIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8. SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 SBC MISSOURI will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.
- 8.3 SBC MISSOURI is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and SBC MISSOURI provided equipment. Except as provided herein, MCIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
- 8.4 SBC MISSOURI and MCIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will SBC MISSOURI perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will SBC MISSOURI have any obligation to test, maintain, or repair an MCIm owned, physically collocated Splitter.
- 8.5 Procedures and Access. SBC MISSOURI will provide resolution of MCIm-referred trouble tickets for Line Splitting at parity with the repair intervals SBC MISSOURI provides to other CLECs or any of its affiliates in MISSOURI providing advanced services. When resolving such trouble tickets, SBC MISSOURI shall not rearrange or modify the Loop beyond the original service without prior notification to MCIm.
- 8.6 SBC MISSOURI will visually inspect all Central Office cross connects placed in association with Line Splitting orders.

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 9.1 The Parties agree that SBC MISSOURI shall have no obligation to provide MCIm with Splitters.
- 9.2 When MCIm is physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.
- 9.3 When MCIm is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.

- 9.4 SBC MISSOURI shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

10. SPECTRUM MANAGEMENT

- 10.1 The Parties shall use spectrum management to manage the deployment in accordance with the standards set forth in Appendix xDSL of this Agreement.

11. PRICING

- 11.1 The applicable rates are as set forth in Appendix Pricing.

12. RESERVATION OF RIGHTS

- 12.1 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.