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September 6, 2002

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

RECEIVED³

SEP 06 2002

Re: Notice of Amendment to the SWBT M2A
by SBC Advanced Solutions, Inc.
File No. IA

Records
Public Service Commission

Dear Mr. Roberts:

Please find enclosed for filing with the Missouri Public Service Commission the original and two (2) copies of: (1) SBC Advanced Solutions, Inc.'s ("SBC-ASI") Notice of Amendment to the SWBT M2A; and (2) Amendment to Missouri M2A Interconnection Agreement duly executed by SBC-ASI and Southwestern Bell Telephone Company.

A copy of this filing has been mailed or hand-delivered this date to counsel for Southwestern Bell Telephone Company, the General Counsel's office and the Office of the Public Counsel. If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,



Larry W. DORITY

Enc:

cc: Mr. Paul Lane, SWBT
Dana K. Joyce, General Counsel
Office of the Public Counsel

RECEIVED³

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

SEP 06 2002

Records
Public Service Commission

In the Matter of the Application of SBC)
Advanced Solutions, Inc. for Approval of an)
Interconnection Agreement with Southwestern) File No. IA
Bell Telephone Company.)

NOTICE OF AMENDMENT TO THE SWBT M2A

SBC Advanced Solutions, Inc. ("SBC-ASI") hereby notifies the Missouri Public Service Commission that SBC-ASI and Southwestern Bell Telephone Company ("SWBT") have executed an Amendment to the Missouri 271 Interconnection Agreement ("M2A") of SWBT, which is attached hereto. In furtherance of its Notice, SBC-ASI certifies:

1. SBC-ASI received its certificates of service authority to provide local exchange and interexchange telecommunications services in Missouri on November 8, 1999, in Case No. TA-2000-260.
2. On February 1, 2000, the Commission issued an order approving tariffs filed by SBC-ASI. In the same order, the Commission indicated that the certificates of service authority granted to SBC-ASI on November 8, 1999, would become effective along with the tariffs on February 7, 2000.
3. The Commission approved the M2A on March 1, 2001, in Case No. TO-99-227. SBC-ASI filed its Notice of Adoption of the SWBT M2A with the Commission on May 25, 2001. SBC-ASI signed the SWBT M2A on May 22, 2001, and original copies of the signed signature pages were attached to said Notice.
4. SBC-ASI subsequently filed with the Commission various Notices of Adoption of Amendments to the SWBT M2A. The filing dates, File Number designations and dates of correspondence from the Commission notifying SBC-ASI that said amendments were being made effective, are set forth below for each respective filing:
 - a) June 5, 2001, File No. IA20010047, June 18, 2001;
 - b) November 2, 2001, File No. IA20020012, December 10, 2001;
 - c) January 4, 2002, File No. IA20020025, February 6, 2002;
 - d) March 18, 2002, File No. IA20020052, March 27, 2002;
 - e) June 26, 2002, File No. IA20020068, July 22, 2002; and
 - f) August 1, 2002 File No. IA20030011, September 3, 2002.

5. SBC-ASI submits the attached Amendment to the M2A as executed by SBC-ASI and SWBT. Essentially, this Amendment replaces the appendix Attachment Yellow Zone Ordering Process ("YZP")-Optional Attachment to Appendix: xDSL. Original copies of the Amendment with the signed signature pages are attached to this Notice.

Respectfully submitted,



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Attorneys for SBC Advanced Solutions, Inc.

Date: September 6, 2002

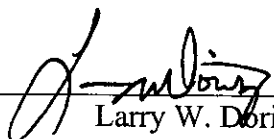
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered or mailed, First Class, postage prepaid, this 6th day of September, 2002, to:

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

Paul G. Lane
Southwestern Bell Telephone
One Bell Center, Room 3520
St. Louis, MO 63101

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



Larry W. Dority

AMENDMENT

TO MISSOURI- M2A INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SBC ADVANCED SOLUTIONS, INC.

The M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company¹ ("SWBT") and SBC Advanced Solutions, Inc. ("CLEC") is hereby amended as follows:

(1) The Agreement is amended to replace the following appendix which is attached hereto and incorporated herein: Attachment Yellow Zone Ordering Process ("YZP")-Optional Attachment to Appendix: xDSL.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43") or any other applicable in-region MFN merger conditions or provisions. The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable under Paragraph 43 or any other applicable in-region MFN merger conditions or provisions if they otherwise qualify for

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

portability under that Paragraph or such other in-region MFN merger conditions or provisions.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall become effective upon execution by both parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27 day of August, 2002, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

SBC Advanced Solutions, Inc.

**Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: James W. Lee

Title: Area Mgr.-Interconnection

Name: James W. Lee
(Print or Type)

Date: August 16, 2002

By: Diana L. Young

Title: President - Industry Markets

Name: Diana Young
(Print or Type)

Date: AUG 27 2002

ATTACHMENT YELLOW ZONE ORDERING PROCESS (“YZP”)
Optional Attachment to Appendix DSL

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for the Yellow Zone Process (“YZP”), an optional ordering process which applies to xDSL Capable Loops, the High Frequency Portion of the Loop (“HFPL”) and the High Frequency Portion of the Centrex Facility (“HFPCL”), as applicable, which are central office DSLAM-based only with a loop length between 0 and 17.5 Kft, as provided in more detail below. This process is being made available to CLEC by SBC-13STATE as a voluntary offer in alternative to SBC-13STATE's existing ordering processes. This Attachment does not apply to any HFPLs, HFPCLs or xDSL capable loops that are provisioned via a Remote Terminal (RT) in conjunction with SBC-13STATE's Project Pronto network architecture (e.g., via SBC's Broadband Service offering). Except as otherwise specifically provided, the rates, terms and conditions set forth herein shall apply to SBC-13STATE.
- 1.2 **SBC-12STATE**: Except as otherwise provided herein, the rates terms and conditions set forth elsewhere in this Agreement relating to xDSL capable loops, the HFPL and/or HFPCL shall remain unchanged and in full force and effect. CLEC may use SBC-12STATE's Removal of All and Non-Excessive Bridged Tap (“RABT”) option in conjunction with the Yellow Zone Process (“YZP”) outlined herein, by also incorporating RABT provisions into this Agreement.
- 1.3 **SBC-SNET**: In the event of a conflict between any provision in this Attachment and any xDSL and/or HFPL provisions in the DPUC-ordered tariffs, such DPUC-ordered tariffs will prevail. CLEC may use SBC-SNET's RABT option, if and when available in SBC-SNET, in conjunction with the YZP process outlined herein, by also incorporating RABT provisions into this Agreement. In the event that CLEC chooses to use the YZP ordering process in SBC-SNET, if and when available, then CLEC shall use the YZP process for all of its xDSL capable loop, HFPL and/or HFPCL orders in SBC-SNET, which do not involve a request for loop conditioning with the initial Local Service Request (LSR).
- 1.4 YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC-13STATE is not the retail POTs service provider.

- 1.5 CLEC will provide **SBC-13STATE** with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology the CLEC intends to deploy. If the technology does not have a PSD mask, then the YZP process set forth in this Attachment shall not apply.
- 1.6 The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket as a result of a “No Sync” situation detected by CLEC.

2. DEFINITIONS

- 2.1 As used herein, **SBC-13STATE** means the applicable SBC-owned ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.2 As used herein, **SBC-12STATE** means the applicable SBC-owned ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 As used herein, **SBC-10STATE** means the applicable SBC-owned ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 As used herein, **SBC-Nevada** means the applicable SBC-owned ILEC doing business in Nevada.
- 2.6 As used herein, **SBC-Pacific** means the applicable SBC-owned ILEC doing business in California.
- 2.7 As used herein, **SBC-SNET** means the applicable SBC-owned ILEC doing business in Connecticut.
- 2.8 As used herein, **SBC-SWBT** means the applicable SBC-owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.9 For purposes of this Attachment, a “No Sync” situation is defined as a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises. When a “No Sync” situation is determined by the CLEC on a newly completed YZP service order, the CLEC may open a YZP Trouble Ticket with **SBC-12STATE**’s Local Operations Center (LOC) or **SBC-SNET**’s Customer Service Bureau (CSB).

3. YZP OFFERING

- 3.1 **SBC-12STATE**: CLEC will order eligible HFPL, xDSL Capable Loops and/or the HFPCL using a generic loop 'As Is' specification code of 'UALNQX' and a 'YZP' identifier to identify the loop that may require conditioning.
- 3.2 **SBC-SNET**: CLEC will order eligible HFPL, xDSL Capable Loops and/or the HFPCL using a generic loop 'As Is' specification code of 'UALNQX' to order a YZP loop.
- 3.3 A CLEC may choose to do a Mechanized Loop Qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests are to be submitted if using the YZP process. All LSRs for HFPLs, xDSL Capable Loops and/or the HFPCL submitted with the appropriate YZP Specification Code (as set forth above) will initially receive a minimum three (3) business day service provisioning due date for the HFPL and HFPCL, and a minimum five (5) business day service provisioning due date for xDSL capable loops. Once the order has been completed, and if a 'No Sync' situation as defined herein is determined by CLEC, CLEC must choose one of two options:

OPTION 1: CLEC may generate a trouble ticket with **SBC-12STATE**'s LOC or **SBC-SNET**'s CSB and identify it as a straight 'No Sync'-type YZP trouble ticket, or based on CLEC's own testing, identify the YZP trouble ticket as very likely to be conditioning related. The initial YZP service order must have completed prior to the opening of the YZP trouble ticket. The LOC will resolve the 'No Sync' situation either by addressing any non-conditioning related reason for the 'No Sync' (to the extent one exists) and/or by conditioning the facility as needed (e.g., by removing load coils, excessive bridged taps or repeaters). On YZP-related trouble tickets, a zero plus five (0 + 5) business day interval will be offered after the xDSL capable loop, the HFPL or the HFPCL has been determined to need conditioning.

On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, **SBC-13STATE** will use that YZP designation and CLEC's opening of a trouble ticket as authorization from CLEC for **SBC-13STATE** to perform the requested conditioning on the xDSL capable loop, the HFPL or the HFPCL. No separate, loop specific authorization to condition a loop will be obtained by **SBC-13STATE** from CLEC, after the initial YZP trouble ticket is opened. CLEC will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

OPTION 2: CLEC may cancel the Order by issuing an LSR to disconnect the circuit. Please note that a CLEC using YZP will be able to cancel its order (by requesting a Disconnect) only at the time when a 'No Sync' condition is determined on a completed service order. Once CLEC makes the decision to call in a trouble ticket to resolve the 'No Sync' condition, the order cannot be cancelled without incurring the conditioning charges, if in fact conditioning is required and actually completed by SBC-13STATE to support CLEC's desired DSL service on the xDSL capable loop, the HFPL or the HFPCL. To the extent any conditioning is performed by SBC-13STATE on CLEC's behalf, CLEC will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

4. TESTING

- 4.1 SBC-13STATE will not perform Line Sharing Turn-Up Testing prior to the completion of an HFPL ordered using the YZP process.
- 4.2 CLEC may not request and SBC-13STATE will not perform Acceptance Testing ("AT") when ordering xDSL capable loops, the HFPL or the HFPCL via the YZP process.
- 4.3 For xDSL Capable Loops only, CLEC has the option of requesting a Cooperative Test pursuant to the rates, terms and conditions set forth elsewhere in this Agreement, at the time it opens the YZP trouble ticket.
- 4.4 CLEC may not request and SBC-13STATE will not perform a Cooperative Test on an HFPL or HFPCL ordered via the YZP process at the time CLEC opens a YZP trouble ticket.
- 4.5 All YZP order-related initial trouble tickets opened by CLEC will require load coil and/or other interferor information on that loop to be provided to SBC-13STATE by the CLEC technician at the time of opening the trouble ticket. Therefore, CLEC must ensure that its field technician(s) is equipped with the appropriate test sets that can detect and detail the frequency, location and/or presence of load coils, bridged tap sections and repeaters.
- 4.6 SBC-13STATE will not specify to CLEC the type of test equipment or the specific tests to use for determining the presence of disturbers. The YZP participating CLEC will determine its own test requirements and capabilities. In order to isolate and resolve the trouble quickly and efficiently, CLEC shall provide SBC-13STATE with valid and dependable data on the frequency, location and/or presence of load coils, bridged tap sections and repeaters.

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 **SBC-13STATE** will provide resolution of CLEC-referred YZP trouble tickets for xDSL Capable Loops, the HFPL or HFPCL in parity with repair intervals **SBC-13STATE** provides to its advanced services affiliates.
- 5.2 Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM and insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC-related.
- 5.3 CLEC shall be charged and shall pay a flat rated Maintenance of Service Charges ("Maintenance of Service Charges") associated with any YZP related trouble ticket dispatch if:
- a) YZP trouble ticket is opened, and it is later determined by **SBC-13STATE** to be a 'No Trouble Found' (NTF) in **SBC-13STATE**'s portion of the network; or
 - b) if the loop specific interferor information provided by CLEC to **SBC-13STATE** requires a dispatch by **SBC-13STATE** but is found to be incorrect upon subsequent investigation by **SBC-13STATE** during the trouble ticket resolution process; or
 - c) a retrip is involved with a YZP trouble ticket (when CLEC notifies **SBC-13STATE** that the loop is not working properly after initial trouble resolution), and NTF by **SBC-13STATE** in **SBC-13STATE**'s portion of the network; or
 - d) if the need for a vendor meet is agreed upon by **SBC-13STATE** and the CLEC and the CLEC technician is not equipped properly at the vendor meet site.

CLEC shall be charged and shall pay the Maintenance of Service Charges set forth elsewhere in this Agreement. To the extent this Agreement does not contain any Maintenance of Service Charges, for purposes of this Attachment, the Maintenance of Service Charges on a Time and Materials basis and/or Service Call Charge Basis, as set forth in the following, applicable **SBC-13STATE** tariffs:

SBC-AMERITECH - Section 13.2.6 of the FCC No. 2.

SBC-NEVADA - Section 18.8.2 of the FCC No. 1.

SBC-PACIFIC - Section 175-T and section 13 Access Tariff of the FCC No. 1

SBC-SWBT - Sections 13.4.2 and 13.4.4 of the FCC No. 73.

SBC-SNET - Connecticut State Access Tariff, Section 6.6

5.4 CLEC can open a YZP-related Trouble Ticket by one of the following methods:

- (1) By calling the SBC-12STATE's Local Operations Center ("LOC") or SBC-SNET's CSB and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or
- (2) By opening an electronic bonding ticket. If the trouble ticket is opened as an electronic ticket, CLEC must note in the 'Remarks' field that the ticket is a YZP related trouble ticket.

5.4.1 Irrespective of whether the YZP trouble ticket is opened manually or electronically, the identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL capable loop, the HFPL or the HFPCL.

5.4.2 SBC-SWBT: If the ticket is not opened as a possible conditioning ticket, the SBC-SWBT LOC will handle the tickets pursuant to the present method of operation for all Repair tickets and will look for physical faults. If no fault is found, the LOC will notify CLEC to conduct the Sync test. If the xDSL capable loop, HFPL or HFPCL does not sync, CLEC shall open another trouble ticket to address any conditioning required.

5.5 SBC-10STATE/SBC-SNET: YZP Trouble Ticket Intervals - When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a five (5) business day interval will be offered to CLEC, beginning the first business day after the trouble ticket is opened.

5.6 SBC-PACIFIC/SBC-NEVADA: When a YZP related Trouble Ticket is opened by CLEC with the LOC, it will initially be treated as a standard repair ticket with a four (4) hour interval. If no physical faults are found, then CLEC will be notified and given a 0 + 5 business day interval for completion of the conditioning work required, as verified by SBC-PACIFIC/SBC-NEVADA. If a physical fault is found and resolved in response to the initial YZP Trouble Ticket, the Trouble Ticket will be closed and CLEC notified, unless the ticket was initially classified as a conditioning related YZP ticket.

- 5.7 Trouble ticket status will be provided to CLEC by SBC-13STATE as follows:
- 5.7.1 If the trouble ticket is opened electronically, as a straight 'No Sync' type YZP ticket, an electronic status/acknowledgement will be provided by SBC-13STATE to CLEC within 24 hours. If it is determined by SBC-13STATE that the trouble is conditioning related the straight 'No Sync' trouble ticket will be converted to a YZP conditioning trouble ticket.
- 5.7.2 If the YZP trouble ticket is opened with a live call by CLEC to SBC-13STATE (whether as a straight 'No Sync' ticket or as a 'Conditioning Requested' ticket) there will be no separate YZP related ticket status provided by SBC-13STATE until the trouble has been resolved and CLEC is notified of the trouble ticket's closure, with the exception noted below:
- 5.7.2.1 Non-Conditioning Related: If the YZP related trouble ticket opened by CLEC is determined by SBC-13STATE to not be conditioning related, the CLEC will be notified of trouble resolution as soon as it is resolved, after the opening of the trouble ticket. However, the non-conditioning related interval cannot be determined and communicated to the CLEC by SBC-13STATE until the trouble is actually resolved and the trouble ticket is closed.
- 5.8 If the trouble ticket is opened by CLEC as a Conditioning Requested ticket, for an xDSL capable loop, HFPL or HFPCL with an actual loop length between 12Kft and 17.5 Kft (on which CLEC has requested conditioning), and which has been ordered as YZP, SBC-13STATE will use that YZP designation and the initiation of the trouble ticket by CLEC as approval for its requested loop conditioning and the xDSL capable loop, HFPL or HFPCL will be conditioned by SBC-13STATE. CLEC will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.
- 5.9 If the YZP trouble ticket is opened by CLEC as a Conditioning Requested ticket for a loop of actual loop length between 0Kft and 12 Kft, CLEC will be contacted and provided with status after the requested conditioning work is completed by SBC-13STATE. If the loop is conditioned outside of standard technical parameters (e.g., CLEC requests that bridged tap 2500 feet in length or less be removed or that a single bridged tap 2000 feet in length or less be removed), CLEC will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

5.10 If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and is later determined by SBC-13STATE to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, the process set forth in Sections 5.8 and 5.9 above will apply, depending on the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by SBC-13STATE.

5.11 Post Trouble Resolution Sync Testing By CLEC:

5.11.1 After the CLEC is notified that the trouble has been resolved, with or without loop conditioning, the CLEC is required to repeat the Sync Test between its DSLAM and the end-user customer premises. If the loop does not Sync, due to undetermined reasons, a second Trouble Ticket shall be opened by CLEC with governed by the same rules and intervals as set forth above.

5.11.2 If CLEC intends to open a trouble ticket for a completed YZP order that does not sync, the CLEC must open the trouble ticket within 45 calendar days of the completion of the original YZP service order. If the trouble ticket is opened after 45 calendar days, then the rates, terms and conditions set forth herein relating to the YZP process shall not apply, and CLEC can pursue one of the following options:

- (1) CLEC will be referred to the SBC-12STATE Local Service Center (LSC) or to SBC-SNET's LECC and asked to cancel/disconnect the YZP loop, and if CLEC wishes to, CLEC can submit a new LSR; or
- (2) CLEC may utilize the RABT –process available in SBC-12STATE and in SBC-SNET if and when available, to request conditioning for the removal of all or non-excessive bridged tap as specifically outlined in the RABT provisions in this Agreement to the extent such provisions have been incorporated into this Agreement. This option is not available if RABT-specific provisions have not been incorporated into this Agreement. To the extent applicable, if the RABT process is requested by CLEC after 45 days of order completion for the initial YZP provisioned loop trouble tickets, then load coil and repeater removal (if applicable) may be requested as part of the RABT conditioning trouble ticket. If the loop is under 12 K.ft. in length (actual loop length), CLEC shall not be charged for the removal of load coils or repeaters, but shall be charged and will pay all

applicable charges relating to the removal of all or non-excessive bridged tap via the RABT provisions contained in or incorporated into this Agreement. If the initial YZP provisioned loop trouble ticket is opened after 45 days of service order completion, an RABT conditioning request must accompany any request for the removal of load coils and repeaters if the RABT Attachment has been incorporated into this Agreement. If the problem happens to involve only load coils and/or repeaters, or RABT provisions are not contained in or have not been incorporated into this Agreement, then the RABT process shall not be available and CLEC must use Option 1 outlined above. For the CLEC to use this Option 2, CLEC must be able to determine presence of bridged tap, load coils or repeaters independently and prior to opening the Trouble Ticket. If the Loop specific interferor information provided by CLEC requires a dispatch by SBC-13STATE but is found to be incorrect upon subsequent investigation by SBC-13STATE during the trouble ticket resolution process, CLEC shall be charged and shall pay the applicable Maintenance Service Charges as provided for in Section 5.3 above.

- 5.12 In all cases, the SBC-12STATE LOC or SBC-SNET's CSB will notify CLEC as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.
- 5.13 Escalations for YZP trouble tickets will follow existing repair escalation procedures as outlined elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on SBC-13STATE's CLEC online website shall apply. This Attachment does not outline or identify any trouble ticket procedures specific to the YZP trouble ticket resolution process.

6. TERM AND TERMINATION

- 6.1 Except as otherwise provided herein below, the Term and Termination language set forth in the General Terms and Conditions of this Agreement shall not generally apply to this Attachment. Rather, the effective date of this Attachment shall be ten (10) days following the date it is approved or is deemed to have been approved by the appropriate state commission(s) ("Effective Date") and such Attachment shall remain in effect for the Term of the Interconnection Agreement or until terminated by either Party as set forth in Section 6.2 below.

- 6.2 Either party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other party.

7. WAIVER

- 7.1 **SBC-PACIFIC/SBC-NEVADA**: The Parties acknowledge that **SBC-PACIFIC/SBC-NEVADA** may have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment are not subject to **SBC-PACIFIC'S/SBC-NEVADA'S** obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further, the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

8. RESERVATION OF RIGHTS

- 8.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By incorporating this Attachment into this

Agreement, neither Party waives any of its rights with respect to such Orders. The Parties further acknowledge and agree that the rates, terms and conditions set forth in this Attachment and the xDSL, HFPL and/or HFPCCL and/or any other provisions of this Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein or any xDSL, HFPL and/or HFPCCL and/or any other provisions in this Agreement, specifically including those arising with respect to the Orders or any other proceeding, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Parties' Agreement (including this Attachment). If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, 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.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the xDSL rates, terms and conditions (and any HFPL rates, terms and conditions) in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling;

transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.