

(ABS), unless such fraud is determined to have been committed by an employee or other person under the control of SBC TEXAS.

34.3.5 SBC TEXAS shall use its fraud system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria SBC TEXAS uses to monitor fraud on its own accounts.

34.3.5.1 SBC TEXAS will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. Subsequent to CLEC's investigation of the notification message, CLEC's Fraud Center will notify SBC TEXAS of any action that needs to be taken. SBC TEXAS will complete such action as requested by CLEC.

34.3.5.2 CLEC understands that the fraud notification messages only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action should be taken as a result of a fraud notification message.

34.3.5.3 The Parties will provide contact names and numbers to each other for the exchange of fraud notification messages twenty-four (24) hours per day seven (7) days per week.

34.3.5.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

34.3.5.6 ABS-related alerts are provided to CLEC at no additional charge.

34.3.6 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC TEXAS.

35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

35.1 SBC TEXAS agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SBC TEXAS' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC TEXAS' ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SBC TEXAS' obligations to CLEC under the terms of this Agreement.

35.2 SBC TEXAS communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.

35.3[#] SBC will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement as required by the PUCT's Substantive Rules.

[#] Conformed to Docket 28821

- 35.4 SBC TEXAS, will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution,
- 35.5 CLEC may designate a maximum of ten (10) recipients for SBC TEXAS Accessible Letter notification via e-mail
- 35.6 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SBC TEXAS' CLEC Online website) to the SBC TEXAS individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 11.2) to whom CLEC requests Accessible Letter notification be sent, via e-mail. CLEC shall submit a completed Notices/Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 11.2). Any completed Notices/Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC TEXAS.

36. GOOD FAITH PERFORMANCE

- 36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

37. RESPONSIBILITY OF EACH PARTY

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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39. GOVERNMENTAL COMPLIANCE

- 39.1 CLEC and SBC TEXAS each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and SBC TEXAS each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its

failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. SBC TEXAS, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for SBC TEXAS to provide the Network Elements and Resale services pursuant to this Agreement.

40. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 40.1 Disclosure of Potential Hazards: When and if CLEC notifies SBC TEXAS that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC TEXAS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC TEXAS shall timely notify CLEC of any Environmental Hazard at that Work Location of which SBC TEXAS has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC TEXAS; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC TEXAS, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC TEXAS' business operations after consultation with SBC TEXAS, and shall return SBC TEXAS' property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than SBC TEXAS shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 40.4 Indemnification
- 40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 40.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

- 40.4.2 CLEC shall indemnify, on request defend, and hold harmless SBC TEXAS and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.
- 40.4.3 SBC TEXAS shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SBC TEXAS or by any person acting on SBC TEXAS' behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SBC TEXAS or by any person acting on SBC TEXAS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by SBC TEXAS or its contractors or agents.

41. SUBCONTRACTING

- 41.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

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43. SEVERABILITY

- 43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.

44. SURVIVAL OF OBLIGATIONS

- 44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45. GOVERNING LAW

- 45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Texas other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Dallas, Texas and waive any and all objections to a Texas venue.

46. PERFORMANCE CRITERIA

- 46.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Performance.

47. OTHER OBLIGATIONS OF CLEC

- 47.1[#] For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide SBC TEXAS its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. CLEC is responsible for the expense of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets.

48. DIALING PARITY

- 48.1 SBC TEXAS will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SBC TEXAS services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated SBC TEXAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated SBC TEXAS customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Attachment 14: LRN-PNP.

[#] Conformed to Docket 28821

49. BRANDING

- 49.1 Specific provisions concerning the branding of services provided to CLEC by SBC TEXAS under this Agreement are contained in the following Attachments to this Agreement: Attachment 1: Resale; Attachment 22: Directory Assistance; and Attachment 23: Operator Services.

50.# CUSTOMER INQUIRIES

- 50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

51.# DISCLAIMER OF WARRANTIES

- 51.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

52. NO WAIVER

- 52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

53. DEFINITIONS

- 53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

54. RESALE

- 54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC TEXAS currently provides or hereafter offers to any customer in the geographic area where SBC TEXAS is the incumbent LEC will be made available to CLEC by SBC TEXAS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, Appendix Pricing.

55. UNBUNDLED NETWORK ELEMENTS

- 55.1 At the request of CLEC and pursuant to the requirements of the Act, SBC TEXAS will offer in the geographic area where SBC TEXAS is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements (UNE) and related Appendices.

56. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

- 56.1 In connection with its Resale of services to CLEC, SBC TEXAS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.
- 56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, SBC TEXAS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

57. INTENTIONALLY LEFT BLANK

58. COMPENSATION FOR DELIVERY OF TRAFFIC

- 58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Inter-carrier Compensation.

59. ANCILLARY FUNCTIONS

- 59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC TEXAS agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

60. OTHER REQUIREMENTS AND ATTACHMENTS

- 60.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.
- 60.2 Appended to this Agreement and incorporated herein are the Attachments listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

61.# 252 Adoptions

- 61.1 SBC TEXAS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252 (i) of the Act, as that Section has been interpreted by the FCC in its First Report and Order, FCC Rule 51.809, and the United States Supreme Court in CLEC Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999), along with and subject to any other relevant decision(s) by a regulatory commission or court of competent jurisdiction.

Conformed to Docket 28821

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Alpheus Data Services, L.L.C.

Signature: Patricia M. Hogue

Name: PATRICIA M. HOGUE
(Print or Type)

Title: SE V.P. Regulatory Affairs
(Print or Type)

Date: 07/16/2012

Southwestern Bell Telephone Company d/b/a AT&T
Texas by AT&T Services, Inc., its authorized agent

Signature: Patrick Doherty

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 7-9-12

Inter-carrier Compensation Option Choice:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

This agreement contains arbitrated provisions as determined by the Public Utility Commission of Texas in Docket No. 28821.

BILLING NOTICES:

For SBC Notices Involving Billing by CLEC US Postal Service or Overnight Delivery:

CLEC Notice Person Name, Title	Contract Administration
CLEC Legal Name	Alpheus Data Services, L.L.C.
Physical Office Address	1301 Fannin Street, 20 th Floor
City, State, Zip	Houston, TX 77002
Fax Number:	

For SBC Notices Regarding Bills to CLEC US Postal Service:

CLEC Notice Person Name, Title	Contract Administration
CLEC Legal Name	Alpheus Data Services, L.L.C.
Physical Office Address	1301 Fannin Street, 20 th Floor
City, State, Zip	Houston, TX 77002
Fax Number:	

For SBC Notices Regarding Bills to CLEC Overnight Delivery:

CLEC Notice Person Name, Title	Contract Administration
CLEC Legal Name	Alpheus Data Services, L.L.C.
Physical Office Address	1301 Fannin Street, 20 th Floor
City, State, Zip	Houston, TX 77002
Fax Number:	

ALL NOTICES OTHER THAN BILLING:

CLEC Notice Person Name, Title	Contract Administration
CLEC Legal Name	Alpheus Data Services, L.L.C.
Physical Office Address	1301 Fannin Street, 20 th Floor
City, State, Zip	Houston, TX 77002
Fax Number:	

WITH A COPY OF ALL NOTICES TO THE FOLLOWING:

CLEC Notice Person Name, Title	
CLEC Legal Name	
Physical Office Address	
City, State, Zip	
Fax Number:	

ATTACHMENT 1: RESALE

All services made available to CLEC by SBC TEXAS for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing with Exhibits, and Customized Routing-Resale. (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

- 1.1 Consistent with Section 1.1 of the General Terms and Conditions of this Agreement, each Party shall provide Resale under the following terms and conditions in this Attachment Resale.
 - 1.1.1 CLEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.
- 1.2 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC TEXAS currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC TEXAS in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.
- 1.3 SBC TEXAS will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply. The avoided cost discount will apply to EUCL as ordered by the Texas PUC, Consolidated Docket Nos. 16189, 16196, 16226, 16285 and 16290, dated November 7, 1996, in paragraph 51 of the Arbitration Award.
- 1.4 SBC TEXAS shall not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under Section 251(c)(4) of the Act, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of Subscribers from offering such service to a different category of subscribers.
- 1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by SBC TEXAS to SBC TEXAS' End Users through tariff(s), the rules and regulations associated with SBC TEXAS' retail tariff(s) shall apply in parity when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by each Party to its End Users.
- 1.6 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services.
- 1.7 **PLEXAR Families of Services Requirements**
 - 1.7.1 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SBC TEXAS' retail tariff(s), in the state of Texas. CLEC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive

CENTREX from SBC TEXAS. The PLEXAR families of services provided for resale will meet the following requirements:

- 1.7.2 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale. Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding continuous property limitations, which was previously found reasonable by the Commission, will not apply. Unless stayed, modified or reversed on appeal or reconsideration, SBC TEXAS will not apply the continuous property tariff restriction for PLEXAR and STS services, which was previously found reasonable by the Commission. SBC TEXAS may not retain limitations on aggregation for purposes of the resale of volume discount offers. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
- 1.8 CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 1.9 CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SBC TEXAS provides local exchange service as the incumbent LEC. Where SBC TEXAS has established Meet Point Billing arrangements with independent LECs, CLEC may purchase Private Line Services to connect CLEC's End Users located outside of SBC TEXAS' ILEC Territory. CLEC will receive a bill/invoice directly from the independent LEC for its portion of the services rendered and SBC TEXAS will provide CLEC a bill/invoice for its portion of the services rendered less the wholesale discount.
- 1.10 CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 1.11 SBC TEXAS will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Attachment. SBC TEXAS' provision of PLEXAR Custom will be as specified in this Section. SBC TEXAS will offer CLEC the same price SBC TEXAS provides to its Customers less costs that will be avoided Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by SBC TEXAS at a reasonable price to CLEC.
- 1.12 The resale services listed in Appendix Services/Pricing are at the wholesale discount rates shown therein, and/or the applicable Commission ordered tariff where stated. However, this list of services is neither all inclusive nor exclusive. Except as otherwise expressed herein, the Parties also will make available for resale the wholesale discount rate set forth in Section 2 of Appendix Services/Pricing or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in Appendix Services and Pricing.
- 1.13 SBC TEXAS will make available to CLEC for resale SBC TEXAS' Bill Plus service at a discount of five per cent (5%) off of SBC TEXAS' tariffed rate for each service. Consolidated Billing is available at no charge.
- #1.14 SBC TEXAS will make available to CLEC for resale, including but not limited to, the following SBC TEXAS services at SBC TEXAS' tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate SBC TEXAS charges its subscribers, except as otherwise provided herein):
 - Construction Charges
 - Distance Learning
 - Connections with Terminal Equipment and Communications Systems
 - Maintenance of Service Charges
 - Telecommunications Service Priority Systems
 - Access Services

- 976 Information Delivery Service
- Cellular Mobile Telephone Interconnection Services
- Exchange Connection Services
- Shared Tenant Service

1.14.1 The Distance Learning discount is in addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.

1.15 The following services are not being made available by SBC TEXAS to CLEC for resale:

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Equipment, Booths and Enclosures
- 911 Universal Emergency Number Equipment
- Busy Studies

1.16 Telecommunications Services will be resold by SBC TEXAS to CLEC on terms and conditions that are reasonable and nondiscriminatory.

2.0 Directory Assistance and Operator Services

2.01 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to CLEC's End Users, SBC TEXAS shall provide CLEC's End Users access to SBC TEXAS' Directory Assistance services. CLEC shall pay SBC TEXAS the charges attributable to Directory Assistance services utilized by CLEC's End Users.

2.02 Subject to any blocking that may be ordered by CLEC for its End Users, SBC TEXAS will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users.

2.1 OS/DA Rate/Reference Information

2.1 Reference/Rater Information are SBC TEXAS databases referenced by a SBC TEXAS Operator for CLEC OS/DA specific information as provided by CLEC such as its business office, repair and OS/DA rates.

2.1.1 CLEC must provide OS/DA Rate/Reference Information.

2.1.2 When SBC TEXAS' Operator receives a rate request from CLEC's End User, where technically feasible and available, then SBC TEXAS will quote the applicable OS/DA rates as provided by the requesting Party.

2.1.3 CLEC must furnish OS/DA Rate and Reference Information. Information will be furnished in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

2.1.4 CLEC will inform SBC TEXAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change

date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

- 2.1.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Rate or Reference information.

2.2 OS/DA Call Branding

- 2.2.1 SBC TEXAS will brand OS/DA in CLEC's name.

CLEC will provide SBC TEXAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

2.2.2 Branding Load Charges:

- 2.2.2.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for the establishment of CLEC's specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC when multiple brands are required on a single Operator Services trunk.

2.3 Directory Listings Requirements

SBC TEXAS publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its customers in SBC TEXAS' White Pages directories.

CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.

- 2.3.1 SBC TEXAS will make available to CLEC, for CLEC's customers, non-discriminatory access to White Pages directory listings.
- 2.3.2 SBC TEXAS will use the rules, regulations, practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC TEXAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC's customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and SBC TEXAS' practices are subject to change from time to time. SBC TEXAS will include CLEC's local customer's primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.
- 2.3.3 Additional Listing services, including Enhanced Listings, and Non-Published Listings, as set forth in the Pricing Schedule, may be purchased by CLEC for its End Users on a per listing basis.
- 2.3.4 Liability relating to End User Listings

- 2.3.4.1 The requesting Party hereby releases the requested Party from any and all liability for damages due to errors or omissions in the requesting Party's End User listing information as provided to the requested Party under this Attachment, and/or the requesting Party's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 2.3.4.2 In addition to any other indemnity obligations in this Attachment or the Agreement to which this Attachment is attached, the requesting Party shall indemnify, protect, save harmless and defend the requested Party and the requested Party's officers, employees, agents, representatives and assigns 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 the requesting Party's End User listing information, including any error or omission related to non-published or non-listed End User listing information. The requesting Party shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against the requesting Party and the requested Party, and/or against the requested Party alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the requesting Party's End User listing information in the White Pages directory, the requested Party may, at its option, assume and undertake its own defense, or assist in the defense of the requesting Party.
- 2.3.4.3 SBC TEXAS will include the listing information for CLEC's customers for Resale services in SBC TEXAS' White Pages directory data base in the same manner as it includes listing information for SBC TEXAS' end user customers.
- 2.3.4.4 CLEC's subscriber listings are to be interfiled (interspersed) with SBC TEXAS' and other subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.3.4.5 SBC TEXAS will deliver one copy per primary End User listing of SBC TEXAS' White Pages directory in the same manner and at the same time that they are delivered to SBC TEXAS' subscribers.
- 2.3.4.6 Publication schedules for White Pages: SBC TEXAS will provide to CLEC, via the SBC CLEC Online website, the initial directory schedule. Updates to the schedule will be provided in a timely manner as they occur.
- 2.3.4.7 At its option, CLEC may purchase one one-sided (1) information page (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. Such page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC TEXAS information page. CLEC will provide to SBC TEXAS, sixty (60) days prior to the directory close date, the information page in camera ready format. CLEC will have the right to approve the content of SBC TEXAS' camera-ready copy. Informational Page rates are identified in the Pricing Schedule.
- 2.3.4.8 SBC TEXAS will include CLEC's specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other requesting Parties. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SBC TEXAS with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of SBC TEXAS' Party White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement). The content of CLEC's camera-ready copy shall be subject to SBC TEXAS' approval. In those directories in which SBC TEXAS 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.

- 2.4 Unless otherwise provided in this Agreement, SBC TEXAS will perform all of its obligations hereunder throughout the entire service area where SBC TEXAS is the incumbent local exchange carrier. SBC TEXAS will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 2.5 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC TEXAS' tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 2.6 CLEC shall make its telecommunications services available for resale to SBC TEXAS on terms and conditions that are reasonable and nondiscriminatory.
- 3.0 Branding**
- 3.1 CLEC is free to brand the Resale services that SBC TEXAS provides to CLEC under the provisions of this Agreement. SBC TEXAS will not brand such Resale services provided to CLEC under this Agreement as being SBC TEXAS' services, although certain SBC TEXAS retail services that utilize electronic branding are subject to the further provisions of Section 3.1.1 below.
- 3.1.1 SBC TEXAS offers certain retail services that utilize electronic branding to designate the services as SBC TEXAS' retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request SBC TEXAS to rebrand such services as CLEC services or to offer them without a brand. SBC TEXAS will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC TEXAS for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC TEXAS as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC TEXAS agrees to reimburse CLEC for a reasonable portion of its costs.
- 3.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC TEXAS personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 3.3 Branding provisions concerning SBC TEXAS' furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Attachment and Attachments 27 and 27A of this Agreement.
- 3.4 CLEC will not, without SBC TEXAS' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC TEXAS or its affiliates.
- 4.0 Promotion**
- 4.1 Resale services offered by SBC TEXAS through promotions will be available to CLEC Party on terms and conditions no less favorable than those SBC TEXAS makes available to its customers, provided that for promotions of 90 days or less, SBC TEXAS will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, SBC TEXAS will make the services available at the avoided cost discount from the promotional rate.

5.0 No Restrictions on Resale

- 5.1 In each state CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers SBC TEXAS' Resale services that are restricted by SBC TEXAS' tariffs to use by residential subscribers. SBC TEXAS is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC TEXAS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6.0 Dialing Parity

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC TEXAS under this Agreement: (i) an CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC TEXAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated SBC TEXAS customer; and (iii) CLEC's Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC TEXAS will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7.0 Maintenance

Maintenance will be provided by SBC TEXAS in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 27: Operation Support Systems (OSS).

8.0 Changes in Retail Service

- 8.1 Sections 35.2 and 35.3 of the General Terms and Conditions govern notification, if any, of changes in the prices, terms and condition under which SBC TEXAS offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

9.0 Billing for Resale

- 9.1 SBC TEXAS will bill CLEC for Resale services provided by SBC TEXAS to CLEC pursuant to the terms of this Attachment, and in accordance with the billing terms and conditions contained in the General Terms and Conditions and Attachment 28: Comprehensive Billing. Resale usage for services provided by SBC TEXAS to CLEC shall also be in accordance with Attachment 28: Comprehensive Billing.

10.0 Operational Requirements

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support System (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the requested Party, see Attachment 27: Operation Support Systems (OSS).

11.0 Alternatively Billed Calls

11.1 Responsibility for ABS Calls

- 11.1.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users.

12.0 CLASS and Custom Features Requirements

- 12.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. SBC TEXAS will provide to CLEC a list of all services and features. As requested by CLEC, SBC TEXAS will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SBC TEXAS differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

13.0 Voluntary Federal Customer Financial Assistance Programs

- 13.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC TEXAS customers choose to obtain Resale service from CLEC, SBC TEXAS will confirm such customers' eligibility to participate in such SBC TEXAS programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells SBC TEXAS' Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

14.0 E911/911 Services

- 14.1 Where available, SBC TEXAS will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC is responsible for collecting from its resold end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharge assessed on the resold end user by any municipality or other governmental entity within whose boundaries CLEC provides local exchange service. Where requested by SBC TEXAS, CLEC will provide SBC TEXAS with accurate and complete information regarding its customers in a format and time frame prescribed by SBC TEXAS for purposes of 911 administration. SBC TEXAS will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SBC TEXAS will make CLEC Customer information available to the appropriate PSAP. SBC TEXAS shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E911/911 services.

15.0 Services to Disabled Customers

- 15.1 SBC TEXAS agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a SBC TEXAS customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SBC TEXAS will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells SBC TEXAS' disabled services are eligible to receive same.

16.0 Telephone Relay Service

- 16.1 Although SBC TEXAS is not the Telephone Relay Service provider in the state of Texas, SBC TEXAS does provide access for its End Users to reach the relay service via 711 dialing capabilities. Where SBC TEXAS provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), SBC TEXAS will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SBC TEXAS maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC TEXAS will make such data available to CLEC as it pertains to CLEC Resale service customers.

17.0 Lifeline Services

- 17.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC TEXAS agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.
- 17.2 When a SBC TEXAS Lifeline Services customer chooses to obtain Resale service from CLEC, SBC TEXAS will confirm such SBC TEXAS customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells SBC TEXAS' Lifeline Services are eligible to receive same.
- 18.0 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SBC TEXAS offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

#19.0 Pay Phones

- 19.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. SBC TEXAS does not offer "pay phones" to any customers and will not offer "pay phones" to CLEC for resale.
- 19.2 "Pay Phone Service" is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. Such lines may be attached to Customer Owned Pay Telephone Services or COPTS coin phones, COPTS coinless phones and semi-public phones. SBC currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.

- 19.3 CLEC may purchase COPTS and SmartCoin service for purposes of Resale to an CLEC customer. SBC TEXAS will provide to CLEC for resale the COPTS and SmartCoin services and associated services where offered by SBC.
- 19.4 PIC selection for COPTS and SmartCoin lines will be governed by Attachment 27: OSS.
- 19.5 SBC TEXAS will make available to CLEC any and all technology related to COPTS and SmartCoin services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, SBC TEXAS will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.
- 19.6 With COPTS and SmartCoin services, SBC TEXAS will provide CLEC through SBC TEXAS' applicable tariffs all appropriate screening functions and features to minimize fraud potential.
- 19.7 SBC TEXAS will provide CLEC all appropriate functions and features offered to SBC TEXAS' customers to allow CLEC Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 19.8 SBC TEXAS will provide CLEC all options related to COPTS and SmartCoin it provides to SBC's own subscribers of such services.
- 19.9 SBC TEXAS will forward all local coin calls originated from CLEC COPT coin, COPT coinless and semi-public lines to the designated CLEC line or trunk group for handling.
- 20.0 Call Trace**
- 20.1 CLEC end user's activation of Call Trace shall be handled by the SBC TEXAS Call Trace Center (CTC). SBC TEXAS shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 20.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify SBC TEXAS against any claims that insufficient information led to inadequate prosecution.
- #21.0 Suspension Services**
- 21.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charge on the account back to the suspension date. Should CLEC restore their end user, restoral charges will apply and CLEC will be billed for the appropriate service from the time of suspension.
- 21.0 Pursuant to Texas Public Utility Commission Substantive Rule 26.28(a)(10), the Parties must allow for converting suspended end users in Texas to alternative local service providers.
- #22.0 CHANGE IN END USER LOCAL SERVICE PROVIDER**

- 22.1 The Parties acknowledge that Docket No. 24389 of the Texas Public Utility Commission will be used as a guideline when addressing CLEC to CLEC migration.
- 22.2 When a Party's End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Exhibit A – List of Telecommunications Services Available For Resale. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 22.3 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied.
- 22.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 22.5 When an End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in Appendix Pricing, Schedule of Prices and/or the applicable Commission ordered tariff where stated and are applied per billable telephone number.
- 22.6 When a Party converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. Each Party will receive a wholesale discount on all non-recurring service order charges for the services listed in Exhibit A, no wholesale discount is available for the non-recurring service order charges for those services listed in Exhibit B.

RESALE-APPENDIX SERVICES/PRICING

- 1.0 This Appendix Services/Pricing describes several services which SBC TEXAS will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC TEXAS which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

2.0 Services Available for Resale and Associated Prices

- 2.1 The Exhibits to this Attachment, described in this Section 2.1, list services that are neither all inclusive nor exclusive. Attached is Exhibit A, "List of SBC TEXAS' Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SBC TEXAS which may be made available to CLEC for resale. CLEC may purchase these services at a 21.6% discount, or as otherwise established by the Commission, from SBC TEXAS' retail prices. Also attached is Exhibit B, "List of SBC TEXAS' Other Services Available for Resale", which is a matrix that lists services offered by SBC TEXAS which may be made available to CLEC at retail prices. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate. To the extent that Exhibits A and B conflict with services available in the tariff, the tariff shall control.

- # 2.2 Service order charges for resold services handled on an electronic flow-through basis are priced as UNE elements and will be as set forth in Attachment 30: Pricing. Service order charges for resold services handled on a manual basis are priced according to the SBC Texas tariff rate less a 21.6% discount.

3.0 CSA Contract Wholesale Discount

- 3.1 SBC TEXAS shall make available existing SBC TEXAS retail customer-specific arrangement (CSA) contracts for resale pursuant to the terms of the Arbitration Award in Docket No. 17759. CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a current retail or resold SBC TEXAS end user at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute ground for collection of a termination liability. The following wholesale discounts will apply:

Services	Avoided Cost Discount when CLEC does not use SBC TEXAS' OS/DA	Avoided Cost Discount when CLEC uses SBC TEXAS' OS/DA
Existing CSA, Non-tariffed Customer Specific Contract (e.g. ICB)	7.68%	5.62%
Existing CSA, Tariffed Volume and Term Contract	10.12%	8.04%

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1. CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SBC TEXAS will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services.
- 1.2 SBC TEXAS is free to choose the methodology deployed in SBC TEXAS' network to perform customized routing of Directory Assistance and Operator Services.
- 1.3 SBC TEXAS will provide the functionality and features within its local switch (LS) providing the resold local service to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling.
- 1.4 SBC TEXAS will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to CLEC designated trunks via Feature Group C.
- 1.5 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC TEXAS' operator and request the assistance of a supervisor as is done by SBC TEXAS' operators today.
- 1.6 SBC TEXAS will provide the functionality and features within its LS providing the resold local service to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Signaling Services (MOSS) Feature Group C signaling. In all cases, SBC TEXAS will provide post-dial delay at least equal to that provided by SBC TEXAS for its end user customers.
- 1.7 SBC TEXAS will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, 10 digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.8 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SBC TEXAS customers dial for reaching equivalent SBC TEXAS services.

The prices, terms and conditions for the provision of customized routing are contained in Attachment 6: Unbundled Network Elements.

2. RESERVATION OF RIGHTS/INTERVENING LAW

- 2.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

ATTACHMENT 6: 251(c)(3) UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

1.1 This Attachment 6: 251(c)(3) Unbundled Network Elements to the Agreement sets forth the 251(c)(3) Unbundled Network Elements that SBC TEXAS agrees to offer to CLEC. The specific terms and conditions that apply to the 251(c)(3) Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - 251(c)(3) Unbundled Network Elements, attached hereto. The terms "unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251(c)(3) of the Act as determined by effective FCC rules.

1.2 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. The FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs.

1.3 Intentionally Left Blank

1.4 251(c)(3) UNEs and Declassification.

This Agreement sets forth the terms and conditions pursuant to which SBC TEXAS will provide CLEC with access to 251(c)(3) Unbundled Network Elements under Section 251(c)(3) of the Act in SBC TEXAS' incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC TEXAS shall be obligated to provide UNEs pursuant to this interconnection agreement only to the extent required by Section 251(c)(3) of the Act, as determined by effective FCC rules and orders. UNEs that SBC TEXAS is required to provide pursuant to Section 251(c)(3) of the Act, as determined by FCC rules and orders shall be referred to in this Agreement as "251(c)(3) UNEs." Nothing contained in the aforementioned contract language is intended to limit CLEC's right to access 271 Network Elements outside of this interconnection agreement. Future declassifications of unbundled network elements beyond those already identified by the FCC in the TRO and TRRO shall be governed by the "Section 3.0 Change of Law/Reservation of Rights" Provisions of the ICA.

1.4.1 A network element, including a network element referred to as a 251(c)(3) UNE under this Agreement, will cease to be a 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a 251(c)(3) UNE that has ceased to be a 251(c)(3) UNE may also be referred to as "Declassified."

- 1.4.2 Without limitation, a network element, including a network element referred to as a 251 (c)(3) UNE under this Agreement is Declassified upon or by (a) the issuance of a effective finding by a court or regulatory agency acting within its 251 (c)(3) authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an 251 (c)(3) Unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an Unbundled basis pursuant to Section 251 (c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of an effective FCC rule requiring the provision of the network element on an 251 c)(3) Unbundled basis under Section 251(c)(c)(3).
- 1.4.3 It is the Parties' intent that only 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "251(c)(3)," the reference shall be deemed to be a reference to 251(c)(3) UNE(s) or 251(c)(3) unbundling, as defined in this Section 1.4.
- 1.4.4 By way of example only, if terms and conditions of this Agreement state that SBC TEXAS is required to provide a 251(c)(3) UNE or 251(c)(3) UNE combination, and that 251(c)(3) UNE or the involved 251(c)(3) UNE (if a combination) is Declassified or otherwise no longer constitutes a 251 (c)(3) UNE required under Section 251(c)(3) as determined by 251(c)(3) and effective FCC rules and associated effective FCC orders constitutes a 251(c)(3) UNE, then SBC TEXAS shall not be obligated to provide the item under this Agreement as an 251(c)(3) Unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 1.5 Nothing contained in the Agreement shall be deemed to constitute consent by SBC TEXAS that any item identified in this Agreement as a 251(c)(3) UNE or a network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders, that SBC TEXAS is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.
- 2.0 General Terms and Conditions**
- 2.1 Conditions for Access to 251(c)(3) UNEs**
- 2.1.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by CLEC, or pursuant to Commingling), CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the 251(c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to 251(c)(3) UNEs. CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify SBC TEXAS immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify SBC TEXAS shall constitute material breach of this Agreement.
- 2.1.1.1 By way of example, use of a 251(c)(3) UNE (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a 251(c)(3) UNE pursuant to the Statutory Conditions.
- 2.1.1.2 By way of further example, pursuant to rule 51.309 (b), CLEC may not access 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

- 2.1.2 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (251(c)(3) or otherwise) may be applicable under 251(c)(3) and effective FCC rules and effective FCC orders and will also apply.
- 2.2 SBC TEXAS will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SBC TEXAS' network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SBC TEXAS will make the requested connection.
- 2.3 At CLEC's request, SBC TEXAS shall provide 251(c)(3) Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, SBC TEXAS shall also provide CLEC with all pre-existing combinations of 251(c)(3) Unbundled Network Elements. Pre-existing combinations of 251(c)(3) Unbundled Network Elements consist of those sequences of 251(c)(3) Unbundled Network Elements that are actually connected in SBC TEXAS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided.
- 2.4 CLEC may combine any 251(c)(3) Unbundled Network Elements with any other element except as delineated in this Agreement.
- 2.4.1 Except with respect to Eligibility Requirements for Access to Certain UNEs described in Section 2.20 and elsewhere in the Agreement, SBC TEXAS shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.
- 2.5 SBC TEXAS will provide 251(c)(3) Unbundled Network Elements as outlined in this attachment where spare facilities exist in SBC TEXAS' network at the time of CLEC's request. Though SBC TEXAS will not construct new facilities, SBC TEXAS is willing to consider modifications to its network as may be required by the Act to make spare facilities available to CLEC for 251(c)(3) Unbundled Network Element orders. If spare facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.
- 2.6 CLEC may use one or more 251(c)(3) Unbundled Network Elements to provide any technically feasible feature, function, or capability that such 251(c)(3) Unbundled Network Element(s) may provide.
- 2.6.1 Notwithstanding any other provision of this Agreement, CLEC may order UNEs to terminate at the collocation arrangement of another CLEC, whether those facilities are UNEs or otherwise, provided that CLEC has a proper Letter of Authorization (LOA) from the other CLEC and the necessary information to complete a Local Service Request (LSR) e.g., CFA information.
- 2.7 SBC TEXAS shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC TEXAS, receives the same quality of service that SBC TEXAS provides to its own retail customers that receive service from SBC TEXAS utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC TEXAS provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided to CLEC under the provisions of this Attachment shall remain the property of SBC TEXAS.

- 2.8 SBC TEXAS will provide CLEC nondiscriminatory access to the 251(c)(3) Unbundled Network Elements provided for in this Attachment, including combinations of 251(c)(3) Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use 251(c)(3) Unbundled Network Elements to provide a telecommunications service under this Agreement. SBC TEXAS will allow CLEC to order each 251(c)(3) Unbundled Network Element individually or in combination with any other 251(c)(3) Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such 251(c)(3) Unbundled Network Elements with other Network Elements obtained from SBC TEXAS or with network components provided by itself or by third parties to provide telecommunications services to its end user customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other 251(c)(3) Unbundled network elements or to interconnect with SBC TEXAS' network. Any request by CLEC for SBC TEXAS to provide a type of connection between 251(c)(3) Unbundled Network Elements that is not currently being utilized in the SBC TEXAS network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.28.
- 2.9 Intentionally Left Blank
- 2.10 For each 251(c)(3) Unbundled Network Element, to the extent appropriate, SBC TEXAS will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point, or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC TEXAS provides contiguous 251(c)(3) Unbundled Network Elements to CLEC, SBC TEXAS will provide the existing interconnections, which may be intermediate connections without demarcation points, or demarcation points at the ends where the combination is handed off to CLEC.
- 2.11 SBC TEXAS' combining obligation is limited solely to the combining of 251(c)(3) UNEs. SBC TEXAS is also obligated to commingle 251(c)(3) UNEs (and combinations of 251(c)(3) UNEs) with one or more wholesale facilities or services, including § 271 UNEs, that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC.
- 2.12 Conversion of Wholesale Services to 251(c)(3) UNEs
- 2.12.1 Upon request, SBC TEXAS shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment or the Agreement, so long as CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion.
- 2.12.2 Where processes for the conversion requested pursuant to this Agreement are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Upon development of such methods and process, SBC TEXAS shall process expeditiously all conversions requested by CLEC without adversely affecting the service quality perceived by CLEC's end user customer.
- 2.12.3 Except as provided in section 2.12.3.1 below, SBC TEXAS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs.
- 2.12.3.1 SBC TEXAS may charge record change charges.

- 2.12.4 This Section 2.12 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment.
- 2.12.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), SBC TEXAS may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.12.6 Nothing contained in this Attachment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC TEXAS' ability to enforce any tariff.
- 2.13 Commingling
- 2.13.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC TEXAS, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.
- 2.13.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.13.1.1.1 Commingling is not permitted, nor is SBC TEXAS required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC TEXAS' ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with SBC TEXAS' network.
- 2.13.1.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. SBC Texas shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Declassified Network Elements.
- 2.13.2 Except as provided in Section 2.13 and, further, subject to the other provisions of this Agreement, SBC TEXAS shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC TEXAS to the extent required by FCC or Texas Commission rules and orders.
- 2.13.3 Upon request, and except as provided in Section 2.13, SBC TEXAS shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC TEXAS (as well as requests where CLEC also wants SBC TEXAS to complete the actual Commingling).

- 2.13.4 The Parties agree that the Commingled Product Set identified in Exhibit A to this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests for SBC TEXAS to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC TEXAS to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.
- 2.13.5 SBC TEXAS is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC TEXAS sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 2.13.5.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC TEXAS under this Section 2.13 (including performing the actual Commingle). Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. With respect to a BFR in which CLEC requests SBC TEXAS to perform work not required by this Section 2.13.5, CLEC shall be charged a market-based rate for any such work.
- 2.13.6 SBC TEXAS shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC TEXAS shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.13.7 Nothing in this Agreement shall impose any obligation on SBC TEXAS to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. The preceding includes without limitation that SBC TEXAS shall not be obligated to Commingle network elements all of which are required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so 251(c)(3) Unbundled), or where UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 2.14, below.
- 2.13.8 In the event that Commingling involves SBC TEXAS performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.14 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.13.9 Subject to this 2.13, SBC TEXAS shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

- 2.13.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC TEXAS.
- 2.14 Eligibility Criteria for Access to Certain 251(c)(3) UNEs
- 2.14.1 Except as provided below in this Section 2.14 or elsewhere in the Agreement and subject to this Section and Section 2.12, Conversion of Wholesale Services to UNEs of this Attachment, SBC TEXAS shall provide access to UNEs and combinations of UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.14.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an 251(c)(3) Unbundled loop(s) and 251(c)(3) Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities, in some cases). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.14.3 A High-Capacity Included Arrangement is either:
- 2.14.3.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport (DS1 EEL) or dedicated DS3 or higher transport facility or service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service (DS3 EEL); or
- 2.14.3.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL), or an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 or loop or a DS3 or higher channel termination service (DS3 EEL).
- 2.14.3.2 SBC TEXAS shall not provide access to High-Capacity Included Arrangements (Section 2.14.1.2.1 and 2.20.1.2.2) unless CLEC satisfied all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Arrangement requested. Section 2.20.2 shall apply in any arrangement that includes more than one of the UNEs, facilities or services set forth in that Section including, without limitation, any arrangement where one or more UNEs, facilities or services not set forth in Section 2.20.2 is also include or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement or otherwise) and irrespective of the placement or sequence.
- 2.14.3.3 CLEC (directly and not via an Affiliate) has received state certification from the Texas Commission to provide local voice service in the area being served.
- 2.14.3.4 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL, each DS3 EEL, and each DS1 equivalent circuit on a multiplexed DS3 transport arrangement:

- 2.14.3.4.1 Each DS1 circuit to be provided to each End User Customer will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC TEXAS local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit.
- 2.14.3.4.2 Each DS1 equivalent circuit of a DS3 circuit must have its own Local Telephone Number assignment, so that each DS3 EEL must have at least 28 Local voice Telephone Numbers assigned to it.
- 2.14.3.4.3 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.
- 2.14.3.4.4 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment.
- 2.14.3.4.5 Each circuit to be provided to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.14.3 of this Attachment.
- 2.14.3.4.6 For each 24 DS1 EELs (or DS1 equivalents of a DS3 EEL), CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.14.3 of this Attachment for the exchange of local traffic in the same LATA as that of the EELs' end users. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.
- 2.14.3.4.7 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will be served by a switch capable of providing local voice traffic.
- 2.14.3.4.8 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC TEXAS shall not be required to provide, and shall not provide, any UNE combination of a DS1 UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.14.3 of this Attachment 251(c)(3) UNE.
- 2.14.4 A collocation arrangement meets the requirements of Section 2.14 of this Attachment if it is:
 - 2.14.4.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC TEXAS' premises within the same LATA as the end user's premises, when SBC TEXAS is not the collocator; or
 - 2.14.4.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC TEXAS is the collocator.
 - 2.14.4.3 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.

2.15-2.15.1 Intentionally Left Blank

- 2.15.4 For a new circuit to which Section 2.12.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.14.3.4.1 and Section 2.14.3.4.3, respectively. In such case, CLEC shall satisfy Section 2.14.3.4.1 and/or Section 2.14.3.4.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC TEXAS provisions such new circuit.
- 2.15.4.1 Section 2.14.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.15.5 CLEC must provide the certification required by Section 2.12 on a form provided by SBC TEXAS, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by completing a form provided by SBC TEXAS either on a single circuit or a blanket basis, at CLEC's option.
- 2.15.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC Texas.
- 2.15.6 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC TEXAS may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.12. For purposes of calculating and applying an "annual basis", it means for Texas a consecutive 12-month period, beginning upon SBC TEXAS' written notice that an audit will be performed for Texas, subject to Section 2.12.3.1.4 of this Section.
- 2.15.6.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
- 2.15.6.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.12.
- 2.15.6.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 2.15.6.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.12, CLEC must true-up any difference in payments paid to SBC TEXAS and the rates and charges CLEC would have owed SBC TEXAS beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.12 of this Attachment is effective. CLEC shall submit orders to SBC TEXAS to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect all noncompliant circuit(s). CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC TEXAS.

Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, SBC TEXAS may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by SBC TEXAS unless CLEC agrees to such charges in advance. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.12 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC TEXAS shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

- 2.15.6.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.12, CLEC must reimburse SBC TEXAS for the cost of the independent auditor's work and for SBC TEXAS' costs in the same manner and using the same methodology and rates that SBC TEXAS is required to pay CLEC's costs under Section 2.12.1.3.1.4.1.2.
- 2.15.6.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.12, SBC TEXAS must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 2.15.6.4.3 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.15.7 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.12 in all cases and, further, the failure of SBC TEXAS to require such compliance, including if SBC TEXAS provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.12, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.15.8 Where processes for any 251(c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.15.9 SBC TEXAS will combine 251(c)(3) UNEs, combine 251(c)(3) UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Attachment 251(c)(3) UNEs.
- 2.15.10 The Parties intend that this Attachment 251(c)(3) UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain 251(c)(3) UNEs from SBC TEXAS. Accordingly, except as may be specifically permitted by this Appendix 251(c)(3) UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC TEXAS tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of

SBC TEXAS to enforce the foregoing (including if SBC TEXAS fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, 251(c)(3) or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC TEXAS may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC TEXAS may process any such order as being submitted under this Appendix 251(c)(3) UNEs and, further, may convert any element provided under tariff, to this Attachment 251(c)(3) UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

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2.17 Various Subsections below list the 251(c)(3) Unbundled Network Elements that SBC TEXAS has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC TEXAS will make additional 251(c)(3) Unbundled Network Elements available pursuant to the terms of Section 2.28 of this Attachment.

2.18 Subject to the terms herein, SBC TEXAS is responsible only for the installation, operation and maintenance of the 251(c)(3) Unbundled Network Elements it provides. SBC TEXAS is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.

2.19 Except upon request, SBC TEXAS will not separate preexisting combinations of network elements.

2.20 Where 251(c)(3) Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC TEXAS for future provisioning needs, unless such element is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's Services.

2.20.1 SBC TEXAS and CLEC shall be barred from using disconnect reports, loss notifications, or any other notification of disconnection provided by SBC TEXAS' wholesale operations for marketing purposes of any kind. Instead such notifications are provided for back office purposes only.

2.21 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.22 Except as otherwise set forth in this Attachment, SBC TEXAS will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SBC TEXAS' business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SBC TEXAS and CLEC.

2.23 The use of the term "purchase" herein notwithstanding, 251(c)(3) Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of SBC TEXAS.

2.24 The elements provided pursuant to this Agreement will be available to SBC TEXAS at times mutually agreed upon in order to permit SBC TEXAS to make tests and adjustments appropriate for maintaining the

services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

- 2.25 Except as provided in other attachments to this Agreement, CLEC's use of any SBC TEXAS 251(c)(3) Unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC TEXAS 251(c)(3) Unbundled Network Element or in a Commingling arrangement, will not materially interfere with or impair service over any facilities of SBC TEXAS, 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 TEXAS 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 element(s) causing the violation.
- 2.26 SBC TEXAS and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SBC TEXAS provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.
- 2.27 Performance of 251(c)(3) Unbundled Network Elements
- 2.27.1 Each 251(c)(3) Unbundled Network Element provided by SBC TEXAS to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC TEXAS provides to itself. Each Network Element will be provided in accordance with SBC TEXAS Technical Publications or other written descriptions, as approved by the Texas Commission. SBC TEXAS will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC TEXAS and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the Texas Commission. Such publications will be shared with CLEC. CLEC may request, and SBC TEXAS will provide, to the extent technically feasible, 251(c)(3) Unbundled Network Elements that are superior or not lesser in quality than SBC TEXAS provides to itself and such service will be requested pursuant to the BFR process.
- 2.27.2 SBC TEXAS will provide a SBC TEXAS Technical Publication or other written description for each 251(c)(3) Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an 251(c)(3) Unbundled Network Element will describe the features, functions, and capabilities provided by the 251(c)(3) Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the 251(c)(3) Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the 251(c)(3) Unbundled Network Element.
- 2.27.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by 47 CFR Sections 51.325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its

- telecommunications services which may be required because of changes in facilities, operations or procedure of SBC TEXAS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.27.4 Except as otherwise set forth in this Attachment, SBC TEXAS will provide notification of network changes in accordance with 47 CFR Section 51:325-335.
- 2.27.5 For 251(c)(3) Unbundled Network Elements purchased through the BFR Process, SBC TEXAS, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.
- 2.27.6 For each 251(c)(3) Unbundled Network Element provided for in this Attachment, SBC TEXAS Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.27.7 SBC TEXAS will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC TEXAS will not levy a separate charge for providing this information.
- 2.28 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.29 When CLEC purchases 251(c)(3) Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SBC TEXAS will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SBC TEXAS.
- 2.30 CLEC will connect equipment and facilities that are compatible with the SBC TEXAS 251(c)(3) Unbundled Network Elements and will use 251(c)(3) Unbundled Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.18. In the event that SBC Texas denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with unbundled elements possessed by CLEC, SBC Texas shall provide written notice to CLEC of such denial and the basis thereof.
- 2.31 Bona Fide Request (BFR)
- 2.31.1 SBC TEXAS, Bona Fide Request Process
- 2.31.1.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC TEXAS to provide CLEC access to an additional or new, undefined UNEs, combinations or commingling (a "Request"), that is required to be provided by SBC TEXAS under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. CLEC may request a single BFR for development of a single new UNE within SBC TEXAS.
- 2.31.1.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.31.1.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE, combination of UNEs, or Commingling of UNEs,

drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

- 2.31.1.4 CLEC is responsible for all costs incurred by SBC TEXAS to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC TEXAS for its cost incurred to complete the Preliminary Analysis of the BFR:
 - 2.31.1.4.1 Include with its BFR Application Form a deposit to cover SBC TEXAS' preliminary evaluation costs, in which case SBC TEXAS may not charge CLEC in excess of the deposit to complete the Preliminary Analysis; or
 - 2.31.1.4.2 Not make the deposit, in which case CLEC shall be responsible for reasonable and demonstrable preliminary evaluation costs incurred by SBC TEXAS to complete the preliminary Analysis (regardless of whether such costs are greater or less than the deposit).
- 2.31.1.5 The amount of the deposit under Section 2.31.1.4.1 shall be determined through a method and shall not exceed an amount agreed to by the parties or determined in a cost proceeding.
- 2.31.1.5.1 If CLEC submits a deposit with its BFR, and SBC TEXAS is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC TEXAS will return the deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the deposit, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 2.31.1.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC TEXAS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC TEXAS received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a deposit has been made by CLEC, and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 2.31.1.7 SBC TEXAS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC TEXAS will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Attachment begins once SBC TEXAS has received a complete and accurate BFR Application Form and, if applicable, the deposit.
- 2.31.1.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC TEXAS will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC TEXAS will offer the Request to CLEC or (ii) advise CLEC that SBC TEXAS will not offer the Request. If SBC TEXAS indicates it will not offer the Request, SBC TEXAS will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC TEXAS under the Act and/or, iii) that the BFR is not the correct process for the request.
- 2.31.1.9 If the Preliminary Analysis indicates that SBC TEXAS will offer the Request, CLEC may, at its discretion, provide written authorization for SBC TEXAS to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC TEXAS within thirty (30) calendar days of CLEC's receipt of the Preliminary

Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC TEXAS all demonstrable costs as set forth above. Any request by CLEC for SBC TEXAS to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 2.31.1.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC TEXAS shall provide to CLEC a BFR Quote.
- 2.31.1.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote, (ii) cancel its BFR and reimburse SBC TEXAS for its costs incurred up to the date of cancellation, or (iii) If it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Attachment, exercise its rights under the Dispute Resolution Section of the GTC. If SBC TEXAS does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC TEXAS for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 2.31.1.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 2.31.1.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions Section of this agreement.

3.0 Network Interface Device

- 3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer or a SBC TEXAS-supplied loop and a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network. The NID Unbundled Network Element is defined as any means of interconnection of end-user customer premises wiring to SBC TEXAS' distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which SBC TEXAS, CLEC and/or the end user customer each make its connections. Pursuant to applicable FCC rules, SBC TEXAS offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.
- 3.1.1 The NID can be a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit.
- 3.1.2 The NID may provide a protective ground connection for outside plant terminating directly on the NID. In addition, the NID provides the following functionality:
 - a. the termination mechanism for SBC TEXAS' outside plant,
 - b. the termination mechanism for the customer premises wiring, and
 - c. a point for test access by qualified technicians.

- 3.2 CLEC personnel may connect to the customer's inside wire at the SBC TEXAS NID, as is, at no charge. Should CLEC request SBC TEXAS to disconnect its loop from the customer's inside wire, SBC TEXAS will charge CLEC a non recurring charge as reflected on Appendix Pricing –UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SBC TEXAS based on Time and Materials charges as reflected on Appendix Pricing –UNE - Schedule of Prices labeled "Time and Materials Charges".
- 3.3 To the extent a SBC TEXAS NID exists, it will be the interface to customers' premises wiring or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS network unless CLEC and the customer agree to an interface that bypasses the SBC TEXAS NID.
- 3.4 When CLEC provides its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SBC TEXAS NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 The SBC TEXAS NIDs that CLEC uses under this Attachment will be those installed by SBC TEXAS or an SBC authorized representative to serve its customers.
- 3.6 In no case shall either Party remove or disconnect the other Party's Loop facilities from the other Party's NIDs or protectors. In no case shall either party remove or disconnect ground wires from the other Party's NIDs or protectors.
- 3.7 In no case shall either Party remove or disconnect NID chambers or divisions, protectors from the other Party's NID.
- 3.8 SBC TEXAS shall permit CLEC to connect its loop facilities to End User customer premises wiring through SBC TEXAS' NID, or at any other technically feasible point.
- 3.8.1 Notwithstanding any language to the contrary, CLEC may request SBC TEXAS to place a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS network. The rates, terms and conditions for such placement will be the same as for establishing a new network interface arrangement at a business location using an appropriate protected outdoor network interface device.
- 3.9 If CLEC requests a different type of NID not included with the loop, SBC Texas will consider the requested type of NID to be facilitated via the Bona Fide Request (BFR) Process.
- 4.0 **Local Loop**
- 4.1 Consistent with Sections 1.3 and Section 2.0 of this Attachment 251(c)(3) UNE, SBC TEXAS shall provide Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC TEXAS Central Office and the loop demarcation point at an End User customer premises or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network. A loop may also function as a UNE when used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port. The loop includes the NID and may include the Inside Wire subloop in a multi-unit

environment where the Inside Wire subloop is owned or controlled by SBC Texas. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.

- 4.2.1 SBC TEXAS must provide timely access to unbundled loops offered under the terms of this agreement. SBC TEXAS' timeliness will be measured as required by the provisions in Attachment: Performance Measurements.
- 4.3 SBC TEXAS shall provide at the rates, terms, and conditions set out in this Attachment and Attachment Pricing, the types of UNE loops in sections 4.3.1- 4.3.6. When CLEC orders an 251(c)(3) Unbundled loop, CLEC will be provided a termination on whatever demarcation device, if any, connects the loop to the customer premises or a compatible interface device or NID on a SBC TEXAS owned or controlled telephone pole where the CLEC Radio Port connects with SBC TEXAS' network, without additional charge.
- 4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.3.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.3.3 The 2-Wire 160 Kbps digital interface loop (ISDN-BRI) facilitates transmission of digital signals at 160 Kbps and provides 2 B plus D channels.
- 4.3.4 Intentionally Left Blank.
- 4.3.5 A DS1 Digital Loop 1.544 Mbps digital interface loop facilitates transmission of digital signals at 1.544 Mbps and terminates in a 4-wire electrical interface at both ends.
- 4.3.5.1 DS1 loops (where they have not been Declassified and subject to caps set forth in Section 4.3.6.2). However, notwithstanding this Section 4.3.5.1, access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC TEXAS may elect at its own discretion.
- 4.3.6 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.
- 4.3.6.1 The procedures set forth below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.
- 4.3.6.2 DS1 Loop "Caps"

SBC TEXAS is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering 251(c)(3) Unbundled DS1 Loops once CLEC has already obtained ten DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC TEXAS' option it may accept the order, but convert any requested DS1 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and

applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

- 4.3.7 Nothing in the loop definitions provided above is intended to limit CLEC from using UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. SBC TEXAS agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs (Sections 2.0 - 2.24.11, supra).
- 4.3.8 CLEC may request and, to the extent technically feasible, SBC TEXAS will provide additional loop types and conditioning pursuant to the BFR process. The availability of a loop type through the BFR process does not limit the availability to CLEC of equivalent functionality that are available to CLEC and priced under this Agreement.
- 4.3.9 When CLEC owns or manages its own switch and requests an unbundled 251(c)(3) Unbundled loop to be terminated on CLEC's switch and the requested loop is currently serviced by SBC TEXAS' Integrated Digital Loop Carrier (IDLC) or Remote Switching technology acting in a pair gain application. SBC TEXAS will, where available, move the requested unbundled 251(c)(3) loop to a spare, existing physical or a universal digital loop carrier unbundled 251(c)(3) loop at no additional charge to CLEC. If, however, no spare unbundled 251(c)(3) Unbundled loop is available, SBC TEXAS will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the BFR process.
- 4.4 In addition to any liability provisions in this agreement, SBC TEXAS does not guarantee or make any warranty with respect to 251(c)(3) Unbundled loops when used in an explosive atmosphere. CLEC will indemnify, defend and hold SBC TEXAS harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of 251(c)(3) Unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SBC TEXAS.
- 4.5 Routine Network Modifications for UNE Local Loops
- 4.5.1 SBC TEXAS shall make routine network modifications to UNE Local Loops facilities used by CLEC where the requested UNE Local Loops loop facility has already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) Unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loops loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 4.5.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own retail customers. Routine network modifications include those activities that SBC TEXAS undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that SBC TEXAS does for its own retail customers, subject to the limitations of 4.3.3, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.
- 4.5.2.1 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or

- placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. SBC TEXAS is not obligated to perform those activities for a requesting telecommunications carrier.
- 4.5.2.2 SBC TEXAS shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC TEXAS' retail customers.
- 4.5.2.3 This Agreement does not require SBC TEXAS to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC TEXAS has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit SBC TEXAS from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC TEXAS complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).
- 4.5.2.4 Notwithstanding anything to the contrary herein, SBC TEXAS' obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC TEXAS' hybrid loops, only with respect to any existing capabilities of SBC TEXAS' hybrid loops. SBC TEXAS has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.
- 4.5.3 The decision as to whether SBC TEXAS may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 4.6 DS3 Digital Loop
- 4.6.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC TEXAS Central Office to the end user premises.
- 4.6.2 DS3 251(c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.
- 4.6.3 The procedures set forth in Section 4.5, below will apply in the event DS3 Digital Loops are or have been Declassified.
- 4.6.4 DS3 Loop "Caps"
- 4.6.4.1 SBC TEXAS is not obligated to provide to CLEC more than one (1) DS3 251(c)(3) UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC TEXAS' option it may accept the order, but convert any requested DS3 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.
- 4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement

- (A) A "fiber-based collocator" is defined in accordance with TRRO and 47 C.F.R. 51.5.
 - (B) The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
 - (C) A "business line" is defined in accordance with TRRO and 47 C.F.R. 51.5.
- 4.8 251(c)(3) UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement including, but not limited to, Section 2.0 of this Attachment.
- 4.9 Hybrid Loops – SBC TEXAS will provide CLEC with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2). A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 4.10 When CLEC seeks access to a hybrid loop for the provision of broadband services, SBC TEXAS shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an 251(c)(3) Unbundled basis to establish a complete transmission path between SBC TEXAS' central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
- 4.11 For narrowband access, SBC TEXAS shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an 251(c)(3) Unbundled basis.
- 4.12 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. SBC TEXAS shall provide access to FTTH consistent with the terms set forth below.
- 4.12.1 New Builds – SBC TEXAS is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when SBC TEXAS deploys such a loop to an end user's customer premises that previously has not been served by any loop facility.
- 4.12.2 Over Builds – SBC TEXAS is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when SBC TEXAS has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:
- 4.12.2.1 SBC TEXAS must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an 251(c)(3) Unbundled basis unless SBC TEXAS retires the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii).
- 4.12.2.2 If SBC TEXAS maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case SBC TEXAS shall restore the copper loop to serviceable condition upon request.

- 4.12.2.3 Should SBC TEXAS retire the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii) of this section shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an 251(c)(3) Unbundled basis.
- 4.12.3 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, SBC TEXAS must comply with:
- 4.12.3.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in 51.325 through 51.335.
- 4.13 Declassification Procedure
- 4.13.1 DS1. Subject to the cap described in Section 4.3.6.2, SBC TEXAS shall provide CLEC with access to a DS1 251(c)(3) UNE Digital Loop, where available, to any building not served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3)UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3)UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 4.13.2 DS3. Subject to the cap described in Section 4.9.4.1, SBC TEXAS shall provide CLEC with access to a DS3 251(c)(3)UNE Digital Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 4.13.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC on 251(c)(3) UNEs under this Agreement, SBC TEXAS will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, SBC TEXAS agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the SBC TEXAS notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC TEXAS requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC TEXAS shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as SBC TEXAS and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC TEXAS have failed to reach agreement as to a substitute service within such sixty (60) day period, then SBC TEXAS may disconnect the subject UNE(s) or combination of UNEs
- 4.13.3 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC TEXAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC TEXAS' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. SBC Texas shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements.

4.13.4 Products provided by SBC TEXAS in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, where such Loops are Declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by SBC Texas, in which case such cross-connects will be priced at TELRIC .

4.13.5 The Parties agree that activity by SBC TEXAS under this Section 4.13 shall not be subject to the Network Disclosure Rules.

4.14 Subloop Elements

4.14.1 SBC TEXAS shall provide CLEC with nondiscriminatory access to a copper subloop on an 251(c)(3) Unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in SBC TEXAS' outside plant, including inside wire owned or controlled by SBC TEXAS, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

4.14.1.1 Point of technically feasible access. A point of technically feasible access is any point in SBC TEXAS' outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface, SBC TEXAS shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. SBC TEXAS shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the SBC TEXAS outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

b. at any point that the state commission has determined, in any state proceeding, is technically feasible.

4.14.2 Subloop Element - Functionality and General Requirements

4.14.2.1 Subloop Element includes but is not limited to the following functionality:

- (a) Loop Distribution
- (b) Inside Wire Subloop

4.14.3 Intentionally left blank.

4.14.4 Loop Distribution

4.14.4.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

4.14.4.1.1 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The distribution and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

4.14.4.1.2 The Distribution Media will be copper twisted pair.

4.14.4.1.2.1 SBC TEXAS will provide Loop distribution in response to specific CLEC requests for such access.

4.14.5 Requirements for All Distribution

4.14.5.1 251(c)(3) Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by CLEC):

4.14.5.2 SBC TEXAS shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

4.14.5.3 SBC TEXAS shall provide CLEC with nondiscriminatory access to unbundled Distribution.

4.14.5.4 SBC TEXAS shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where CLEC requests such Distribution without the SBC TEXAS NID, CLEC will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

4.14.5.5 Intentionally Left Blank

4.14.5.6 If CLEC purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased.

4.14.6 Inside Wire Subloop Definition

The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access from any point in SBC TEXAS' outside plant at or near a multiunit premises, the inside wire owned, leased, or controlled by SBC TEXAS. Typically, the inside wire subloop is accessed at the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and SBC TEXAS' demarcation point as defined in FCC Rule 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties where SBC TEXAS owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of Insider Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the End User.

4.14.6.1 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

- 4.14.6.2 Point of technically feasible access. A point of technically feasible access is any point in SBC TEXAS' outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 4.14.7 Subject to Section 1.3 and Section 2 of this Attachment UNE, SBC TEXAS shall provide Sub-Loop Elements under the following terms and conditions in this subsection.
 - 4.14.7.1 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
 - 4.14.7.1.1 "Residential Low Rise" for the purpose of Term to NID subloop is a residential building with five stories or less.
 - 4.14.7.1.2 "Business High Rise" for the purpose of Term to NID subloop is a business building with six stories or more.
 - 4.14.7.1.3 "Business Low Rise" for the purpose of Term to NID subloop is a business building with five stories or less.
 - 4.14.7.2 "SPOI" is defined as a Single Point of Interconnection. SBC TEXAS will construct a SPOI only to those multiunit premises where SBC TEXAS has distribution facilities to the premises and SBC TEXAS either owns, controls, or leases the inside wire, if any, at such premises. If SBC TEXAS has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC TEXAS' obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an 251(c)(3) Unbundled subloop network element via a SPOI.
- 4.14.8 SBC TEXAS will offer the following subloop types:
 - 4.14.8.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 4.14.8.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 4.14.9 Provisioning:
 - 4.14.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).
 - 4.14.9.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.
- 4.14.10 Maintenance:
 - 4.14.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC TEXAS switch/testing equipment will be lost.

- 4.14.10.2 CLEC shall isolate trouble to the SBC TEXAS Subloop portion of the CLEC's service before reporting trouble to SBC TEXAS.
- 4.14.10.3 SBC TEXAS shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC TEXAS on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 4.14.10.4 Once all subloop access arrangements have been completed and balance of payment due SBC TEXAS is received, CLEC may place a LSR for subloops at this location. Prices at which SBC TEXAS agrees to provide CLEC with 251(c)(3) Unbundled Network Elements (UNE) are contained in Appendix Pricing.
- 4.14.10.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, SBC TEXAS repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, SBC TEXAS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.
- 4.14.10.6 Subloop Access Arrangements:
 - 4.14.10.6.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC TEXAS subloop network.
 - 4.14.10.6.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
 - 4.14.10.6.3 Upon receipt of a complete and correct application, SBC TEXAS will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
 - 4.14.10.6.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
 - 4.14.10.6.5 Subloop inquiries do not serve to reserve subloop(s).
 - 4.14.10.6.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
 - 4.14.10.6.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC TEXAS has placed the equipment necessary for the SAA prior to submitting the request for SCA.
 - 4.14.10.6.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for

both CLEC and SBC TEXAS to successfully implement subloops, should collocation, access to poles/conduits, or rights of way be required.

- 4.14.10.6.9 Except as set forth below in this Section 4.14.10, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC TEXAS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC TEXAS will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 4.14.10.6.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC TEXAS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 4.14.10.6.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC TEXAS technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into SBC TEXAS' interconnection point.
- 4.14.10.6.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC TEXAS to properly engineer access to each SAI and to ensure SBC TEXAS does not provide more available terminations than CLEC expects to use.
- 4.14.10.6.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 4.14.10.6.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal by SBC if such terminations are needed by SBC Texas to fulfill a request for service. SBC Texas shall provide CLEC forty-five (45) days' advance written notice of SBC Texas' need for such unused terminations and a date on which it intends to remove the unused terminations at CLEC expense.
- 4.14.10.6.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC TEXAS for removal of their facilities from the SAA.
- 4.14.10.6.15 Subloop Access Arrangement (SAA) Access Points:
- 4.14.10.6.15.1 SAI/FDI or Terminal: SBC Texas will provide information, by geographic area, regarding what is served by the FDI/SAI serving area. This information will be provided via the DTI Tool which shall be available on the CLEC Webpage.
- 4.14.10.6.15.1.1 CLEC cable to be terminated in a SBC TEXAS SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 4.14.10.6.15.1.2 CLEC may elect to place its cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase that SBC TEXAS will terminate on available binding posts in the SAI/FDI or Terminal.

- 4.14.10.6.15.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC TEXAS will stub out a cable from the SAI/FDI or Terminal, which SBC TEXAS will splice to the CLEC cable at the meet point.
- 4.14.10.6.15.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 4.14.10.6.15.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC TEXAS may choose to increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.
- 4.14.10.6.15.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, SBC TEXAS may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which CLEC will be charged.
- 4.14.10.6.15.1.7 Relocation of Existing SBC TEXAS/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
 - 4.14.10.6.15.1.7.1 SBC TEXAS shall notify CLEC of pending relocation as soon as SBC TEXAS receives such notice.
 - 4.14.10.6.15.1.7.2 CLEC shall notify SBC TEXAS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 4.14.10.6.15.1.7.3 SBC TEXAS shall then provide CLEC an estimate to terminate its facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and SBC TEXAS engineer.
 - 4.14.10.6.15.1.7.4 CLEC shall notify SBC TEXAS of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC TEXAS' estimate.
 - 4.14.10.6.15.1.7.5 Upon acceptance of the SBC TEXAS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies SBC TEXAS of its acceptance of estimate costs.
 - 4.14.10.6.15.1.7.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC TEXAS as to the date that SBC TEXAS may remove CLEC's facilities from that SAA. CLEC will pay SBC TEXAS for all costs associated with the removal of CLEC's SAA.
 - 4.14.10.6.15.1.7.7 In the event that CLEC does not respond to SBC TEXAS in time to have its facilities relocated, SBC TEXAS shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.
- 4.14.11 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Subloop Segment
 - 4.14.11.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC TEXAS Term to NID subloop segments in order to serve its end-user customers at MTEs ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its

own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC TEXAS within the intermediary box (in order to obtain access to SBC TEXAS Term to NID MTE Subloop Segments). In the event CLEC wishes to access SBC TEXAS Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

- 4.14.11.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC TEXAS terminal.
- 4.14.11.1.2 The intermediary box shall contain blocks that meet SBC TEXAS' published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC TEXAS technician the ability to run jumper/cross connect from SBC TEXAS terminal to the intermediary box.
- 4.14.11.1.3 CLEC agrees that the SBC TEXAS technician shall run the jumper/cross-connect from SBC TEXAS' serving terminal to CLEC's intermediary box, in order for CLEC to access SBC TEXAS' Term to NID MTE Subloop Segments. For security and safety, SBC TEXAS will incase the cross connect in conduit, a protective covered common path, between the SBC TEXAS terminal and CLEC's intermediary box.
- 4.14.11.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC TEXAS.
- 4.14.11.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC TEXAS associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC TEXAS to CLEC, providing SBC TEXAS with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).
- 4.14.11.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to SBC TEXAS by CLEC via a Local Service Request ("LSR").
- 4.14.11.1.7 SBC TEXAS will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by CLEC on the LSR, from the SBC TEXAS terminal to the CLEC intermediary box. SBC TEXAS must have access to the intermediary box for completion of the order.
- 4.14.11.1.8 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments, CLEC may elect to lease from SBC TEXAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC TEXAS in lieu of SBC TEXAS' standard Term to NID subloop segment addressed in this Section 8.18.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.
- 4.14.11.2 Establishment of Term to NID MTE Subloop Segment when no Intermediary Box is installed
 - 4.14.11.2.1 In those instances where CLEC elects not to install an intermediary box or to have SBC TEXAS install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from SBC