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 Section 8.18.2 above, 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. In such cases, SBC TEXAS will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The SBC TEXAS technician will tag appropriately and will leave up to one foot of exposed wire at CLEC's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC TEXAS will incase the cross connect in conduit, a protective covered common path, between the SBC TEXAS terminal and the CLEC terminal.

- 4.14.11.2.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the SBC TEXAS SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the SBC TEXAS cross-connect, SBC TEXAS could not require any CFA information from CLEC.
- 4.14.12 CLEC may obtain access to DS1, DS3 Subloops at any technically feasible point at the multi-tenant building/property.
- 4.15 Connections Relating to Subloops
- 4.15.1 Connection at a pole; 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.
- 4.15.2 Connection at an FDI, an RT, a terminal or NID: CLEC may access a distribution subloop at an FDI, a terminal, a NID, or an RT. For Engineering Controlled Splice (ECS) applications and Small Volume Splice (SVS) installations the rates and timeframes stated in Section 4.19 shall be treated as interim pursuant to Section 4.19.6 and 4.19.11 of this agreement.
- 4.15.2.1 Where CLEC has requested SBC TEXAS to combine two distribution subloops that are not on the same physical pathway, the combination shall be performed by SBC TEXAS on an individual case basis, and shall be priced at TELRIC-based rates. The Parties agree that SBC TEXAS shall not be required to install new subloops where none already exist. The combination shall be performed within 30 days after the parties agree on the charges for work to be performed. The parties may extend the time for performance by agreement.
- 4.15.2.2 Subloop Access Arrangement form: CLEC shall request all subloops via the SBC Texas Subloop Access Arrangement form (SAA) whether for small or large volume applications. CLEC will submit an SAA to initiate the process of requesting SBC Texas to make its election and, if SBC Texas elects to provide cabling, for establishing connection at an FDI, RT, NID or other terminal, to submit the initial order for required subloops to be combined under all three options.
- 4.15.2.3 Connection at an FDI or an RT; CLEC may access a copper subloop at an FDI, or an RT through the ECS or SVS applications. The SVS application shall be limited to 1-25 copper pair. Only one SVS installation shall be permitted per location.

4.16 Engineering Controlled Splice (ECS)/Small Volume Splice (SVS)

- 4.16.1 Engineering Controlled Splice (ECS): On an interim basis, for large volume interconnection arrangements established by CLEC through SBC TEXAS' Special Construction Arrangement ("SCA")/ECS process, SBC TEXAS will provide CLEC with subloop access to the RT under existing rates, terms and conditions as to the FDI and will provide CLEC with the same accessibility on an individual case basis ("ICB") to the RT (when hard wired) under existing rates, terms and conditions as set forth below;
- 4.16.2 In those instances where an RT is hard wired, CLEC may obtain large volume access to a non-high capacity copper subloop, at, or adjacent to, the RT via a cross-connect point (referred to as an ECS). At the CLEC's election the CLEC may request an ECS in lieu of an SVS. The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) subject to the following rates, terms and conditions:
- 4.16.3 As an ordering charge, CLEC shall pay SBC TEXAS the rate specified in Appendix Pricing UNE for one New Complex service order charge.
- 4.16.4 The ECS shall be priced on an ICB basis. CLEC shall pay labor charges to SBC TEXAS for ten (10) hours in Maintenance Service Charge fees for each twenty five (25) pair increment. The number of pairs involved is the sum of all CLEC pairs to be terminated, and all SBC TEXAS pairs requested for access. All terminations of CLEC and SBC TEXAS will be in 25 pair increments.
- 4.16.5 SBC TEXAS shall complete the ECS within ninety (90) days from the date SBC TEXAS receives CLEC's request for an ECS. CLEC shall request an ECS by submitting an SCA using a Sub-loop Access Arrangement Application CLEC shall submit a separate request for each ECS. Upon completion of the ECS, CLEC will pay SBC TEXAS the actual cost of all material required to complete the ECS before Connecting Facility Arrangement (CFA) assignments are provided to CLEC.
- 4.16.6 Permanent prices. After SBC TEXAS has completed a total of at least five (5) ECS applications in Texas, whether for the CLEC party to this Agreement or for CLEC's party to similar agreements, either Party to this Agreement may initiate a new proceeding before the TPUC to set permanent rates on pricing and installation time. Should either party initiate such a proceeding, all charges associated with any ECS requests submitted by CLEC to SBC TEXAS beyond the fifth ECS application completed under this Agreement or similar agreements, will be retroactively trued-up to the final prices determined in such proceeding (i.e., starting with any ECS charges paid by CLEC to SBC TEXAS beyond the 6th ECS request (subject to any appeals and associated review).
- 4.16.7 Small Volume Splice (SVS): A Small Volume Splice (SVS) is a connection between the CLEC Subloop Interface Device (SID) and a SBC TEXAS RT or FDI. A SID is a CLEC provided pre-wired cross-connect device. Unless otherwise agreed to by the parties, an SVS will be a twenty-five pair copper raw ended cable. The non-splicing party shall provide sufficient cable to allow for splicing by the splicing party within an enclosure. The splicing party shall splice the cable together using an appropriate connector and shall weatherize and protect the connection using industry standard methods for outside plant work.
- 4.16.8 CLEC will be given cable facility assignment (CFA) information identifying the location of the terminating cable at the SBC TEXAS location upon completion of the engineering work order associated with the SVS.
- 4.16.9 CLEC shall initiate a splice between its SID and a SBC TEXAS FDI or RT y submitting a Subloop Access Arrangement (SAA) Application. SBC TEXAS may assess 1 New Complex service order charge and 10

hours in Maintenance Service Charges for each SVS performed. SBC TEXAS shall complete all required work and make subloop access available within 90 calendar days from the day CLEC requests such access.

4.16.10 Permanent prices. After SBC Texas has completed a total of at least five (5) SVS applications in Texas, whether for a CLEC party to this Agreement or for CLEC's party to similar agreements, either Party may initiate a new proceeding before the TPUC to set permanent rates on pricing and installation time. Should either party initiate such a proceeding, all charges associated with any SVS requests submitted by CLEC to SBC TEXAS beyond the fifth SVS applications completed by SBC TEXAS under this Agreement or similar agreements, will be retroactively trued-up to the final prices determined in such proceeding (i.e., starting with any SVS charges paid by CLEC to SBC TEXAS beyond the SVS request completed by SBC. TEXAS (subject to any appeals and associated review).

4.17 Coordinated Cut

- 4.17.1 For each Loop order awaiting completion in SBC TEXAS' ordering systems, CLEC will contact SBC TEXAS and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both CLEC and SBC TEXAS personnel will make telephone contact to begin the cutover activity. Cutover activity that is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as time and material described in SBC TEXAS' Network and Exchange Services Tariff. When CLEC orders CHC service, SBC Texas shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the applicable Tariffs or Appendix Pricing, Schedule of Prices.
- 4.17.2 Within the appointed half-hour cutover time, CLEC will call SBC TEXAS' Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) business hours prior to the start of the interval, CLEC and SBC TEXAS will reschedule the work order on a mutually negotiated basis when a supplemental LSR has been submitted to include the new date then based on the FOC and due date guidelines order will be negotiated again for CHC.
- 4.17.3 If either CLEC or SBC TEXAS can not comply with the schedule, that party will timely notify the other. If CLEC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, the CLEC will pay SBC TEXAS the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If SBC TEXAS' notice is not at least 2 business hours prior to the start of the scheduled interval of the scheduled interval of the coordinated cut, SBC TEXAS will waive any applicable NRC. If SBC TEXAS' LOC is not available or ready when CLEC calls during the half (1/2) hour interval, SBC TEXAS will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.

5.0 DS1 and DS3 Dedicated Transport

- 5.1 Subject to Section 2 of this Attachment 251(c)(3) UNE, SBC TEXAS shall provide 251(c)(3) Unbundled DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection:
- 5.2 "Dedicated Transport" is defined as SBC TEXAS interoffice transmission facilities between wire centers or switches owned by SBC TEXAS, or between wire centers or switches owned by SBC TEXAS and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier. SBC TEXAS is not obligated to provide CLEC with 251(c)(3) Unbundled access to Dedicated Transport that does not connect a pair of SBC TEXAS' wire centers.

- 5.2.1 A "route" is defined as a transmission path between one of SBC TEXAS' wire centers or switches and another of SBC TEXAS' wire centers or switches. A route between two points (e.g. wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.3 SBC TEXAS will be responsible in a non-discriminatory manner for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.
- 5.3.1 Unbundled Dedicated Transport: Subject to the caps set forth in Sections 5.3.3.1 and 5.3.3.2, 251(c)(3) Unbundled Dedicated Transport ("UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that UNE Dedicated Transport has not been Declassified.
- 5.3.1.1 SBC TEXAS will offer 251(c)(3) Unbundled Dedicated Transport as a point-to-point transmission facility only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps) dedicated to CLEC.
- 5.3.1.2 SBC TEXAS will offer 251(c)(3) Unbundled Dedicated Transport using then-existing infrastructure facilities and equipment.
- 5.3.1.3 251(c)(3) Unbundled Dedicated Transport elements are provided over such routes as SBC TEXAS may elect. If CLEC requests special routing of Dedicated Transport, SBC TEXAS will respond to such requests under the BFR process.
- 5.3.1.4 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa. Multiplexing is only available when ordered in conjunction with 251(c)(3) Unbundled Dedicated Transport.
- 5.3.1.5 Other optional features available to CLEC with unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in Appendix Pricing.
- 5.3.2 Routine Network Modifications UNE Dedicated Transport
- 5.3.2.1 SBC TEXAS shall make routine network modifications to 251(c)(3) UNE Dedicated Transport facilities used by CLEC where the requested 251(c)(3) UNE Dedicated Transport facilities have already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 5.3.2.2 Notwithstanding anything to the contrary herein, SBC TEXAS' obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 5.3.2.3 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.
- 5.3.3 DS3 Transport "Caps"

- 5.3.3.1 DS3 Transport "Caps"-- SBC TEXAS is not obligated to provide to CLEC more than twelve(12) DS3 UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC Texas's OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. SBC Texas may, at its option, accept the order, but convert any requested DS3 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.
- 5.3.3.2 DS1 Transport "Caps" SBC is not obligated to provide to CLEC more than ten (10) DS1 UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC Texas is not required to accept cap-exceeding UNE orders if and when SBC Texas's OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. SBC Texas may, at its option, accept the order, but convert any requested DS1 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.
- 5.3.4 <u>Declassification Procedure:</u> Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
- 5.3.4.1 Wire Center "Tiers" -- For purposes of this Section 5.3, wire centers are classified into three "tiers," as follows:
 - (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 5.3.4.2 DS1 Transport Declassification
- 5.3.4.2.1 Subject to the cap described in Section 5.3.3.2, SBC TEXAS shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC TEXAS must provide UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire

Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).

- 5.3.4.3 DS3 Transport Declassification
- 5.3.4.3.1 Subject to the cap described in Section 5.3.3.1, SBC TEXAS shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC TEXAS must provide UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).
- 5.3.5 SBC has posted and will post a list to its CLEC-Online website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 10.10.1 and 10.10.2, above, and those Sections shall apply. For situations where SBC's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Dedicated Transport.
- 5.3.5.1 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 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 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
- 5.3.5.2 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.
- 5.3.6 Product provided by SBC Texas in conjunction with 251(c)(3) UNE DS1 and DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, 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.
- 5.3.6 The Parties agree that activity by SBC TEXAS under this Section 5.3 shall not be subject to the Network Disclosure Rules.

5.3.7 <u>Technical Requirements For All Dedicated Transport</u>

This Section sets forth technical requirements for all Dedicated Transport.

- 5.3.7.1 When requested by CLEC and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request. Physical diversity shall be provided for 251(c)(3) UNE Dedicated Transport. Physical Diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 5.3.7.2 SBC TEXAS shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges per a BFR process. When additional costs are incurred by SBC TEXAS for CLEC specific diversity. SBC TEXAS will advise CLEC of the applicable additional charges. SBC TEXAS will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.
- 5.3.7.3 Where physical diversity does not exist for dedicated transport, SBC TEXAS may be requested to provide such diversity through the BFR process.

5.3.8 Digital Cross-Connect System (DCS)

5.3.8.1 SBC TEXAS will offer DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services,

6.0 <u>911 or E911 DATABASE</u>

6.1 Access to SBC TEXAS' 911 or E911 call related databases will be provided as described in 911 and E911 Appendix.

7.0 Operations Support Systems Functions

7.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, provided for in Attachment 27, Access to Operations Support Systems, and billing functions supported by SBC's databases and information, provided for in Attachment 28, Comprehensive Billing.

8.0 <u>Cross-connects</u>

- 8.1 The cross connect is the media between the SBC TEXAS distribution frame and an CLEC designated collocated space, UNE Access Method, Subloop Access Method or other SBC TEXAS 251(c)(3) Unbundled Network Elements purchased by CLEC.
- 8.2 SBC TEXAS offers a choice of loop cross connects with each 251(c)(3) Unbundled loop type. SBC TEXAS will charge CLEC the appropriate rate as set forth in Appendix Pricing UNE Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing".
- 8.3 Cross connects to the collocation arrangement associated with 251(c)(3) Unbundled local loops are available with or without automated testing and monitoring capability.

- 8.4 SBC TEXAS will offer and provide a choice of cross connects with subloop elements. SBC TEXAS will charge CLEC the appropriate rate as shown on Appendix Pricing UNE Schedule of Prices labeled "Subloop Cross Connect".
- 8.5 Cross connects must also be ordered with 251(c)(3) Unbundled Dedicated Transport (UDT).
- 8.5.1 SBC TEXAS will charge CLEC the applicable rates as shown on Appendix Pricing UNE Schedule of Prices labeled "Dedicated Transport Cross Connect".
- 8.6 The applicable dedicated transport cross connects include:

8.6.1 DS-1

8.6.2 DS-3

8.7 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on Appendix Pricing UNE -Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

9.0 Additional Requirements Applicable to 251(c)(3) Unbundled Network Elements

This Section 9 sets forth additional requirements for 251(c)(3) Unbundled Network Elements which SBC TEXAS agrees to offer to CLEC under this Agreement.

- 9.1 SBC TEXAS must offer 251(c)(3) Unbundled local loops with and without automated testing and monitoring services where technically feasible. If CLEC uses its own testing and monitoring services, SBC TEXAS still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.
- 9.2 <u>Synchronization</u>
- 9.2.1 <u>Definition:</u>

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

9.2.2 <u>Technical Requirements</u>

SBC TEXAS will provide synchronization to equipment that is owned by SBC TEXAS and is used to provide a network element to CLEC in the same manner that SBC TEXAS provides synchronization to itself.

10.0 Pricing

10.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SBC TEXAS agrees to furnish 251(c)(3) Unbundled Network Elements to CLEC.

11.00 251(c)(3) Unbundled Network Elements Combinations

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-UNE, and Appendix Pricing-UNE Schedule of Prices):

- 11.1 SBC TEXAS agrees to make all 251(c)(3) Unbundled Network Elements Combinations set forth in this Agreement available to CLEC on the terms and at the prices provided in this Agreement.
- 11.2 SBC TEXAS will, except as provided elsewhere in Section 11, provide combinations of 251(c)(3) Unbundled Network Elements to CLEC consistent with SBC TEXAS' obligations in this Agreement at the applicable charges set forth in this Agreement.

12.0 Dark Fiber Dedicated Transport

SBC Texas shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC Texas is not required to provide Loop Dark Fiber on an 251(c)(3) Unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

12.1 <u>Definition of Dark Fiber</u>

12.1.1 In SBC TEXAS, 251(c)(3) UNE Unbundled Dedicated Transport dark fiber is deployed, unlit optical fiber within SBC TEXAS' network. UNE Dedicated Transport Dark fiber consists of unactivated optical interoffice transmission facilities.

12.2 Dedicated Transport Dark Fiber

- 12.2.1 At 251(c)(3) Unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC TEXAS will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 12.6 and 12.7 below. UNE Dedicated Transport Dark Fiber is defined as SBC TEXAS dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC TEXAS' network, connecting SBC TEXAS switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC TEXAS network and the CLEC network or the location of CLEC equipment. SBC TEXAS will offer dedicated transport dark fiber to CLEC when CLEC has collocation space in each SBC TEXAS CO where the requested dedicated transport dark fiber(s) terminate.
- 12.2.2 A "route" is defined as a transmission path between one of SBC TEXAS' wire centers or switches and another of SBC TEXAS' wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Spare Fiber Inventory Availability and Condition

12.3.1 All available spare 251(c)(3) UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares,

fibers set aside and documented for SBC TEXAS' forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare 251(c)(3) UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

- 12.4 Determining Spare Fibers
- 12.4.1 SBC TEXAS will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:
- 12.4.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:
 - 12.4.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
 - 12.4.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
 - 12.4.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
 - 12.4.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
 - 12.4.1.1.5 Cables with 216 fibers: 18 maintenance spares
 - 12.4.1.1.6 Cables with 288 fibers: 24 maintenance spares
 - 12.4.1.1.7 Cables with 432 fibers: 36 maintenance spares
 - 12.4.1.1.8 Cables with 864 fibers: 72 maintenance spares.
- 12.4.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.
- 12.4.1.3 SBC TEXAS growth fibers. Fibers documented as reserved by SBC TEXAS for utilization for growth within the 12 month-period following the carrier's request.
- 12.4.2 The appropriate SBC TEXAS engineering organization will maintain records on each fiber optic cable for which CLECs request 251(c)(c)(3) UNE Dedicated Transport Dark Fiber.
- 12.5 Quantities and Time Frames for ordering 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.5.1 The minimum number of 251(c)(3) UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, SBC TEXAS will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 11 above.)
- 12.5.2 If CLEC wishes to request 251(c)(3) UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

- 12.5.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC TEXAS will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
- 12.5.3 251(c)(3) UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve 251(c)(3) UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the 251(c)(3) UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

12.6 Right of Revocation of Access to 251(c)(3) UNE Dedicated Transport Dark Fiber

- 12.6.1 Right of revocation of access to 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, SBC TEXAS' right of revocation of access under this Section 11.9 applies even when the affected dedicated transport dark fiber remains a 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 12.6.
- 12.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC TEXAS provided the fiber(s), SBC TEXAS may revoke CLEC's access to the 251(c)(3) UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to SBC TEXAS inventory.
- 12.6.3 SBC TEXAS may reclaim from the CLEC the right to use 251(c)(3) UNE Dedicated Transport Dark Fiber , whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed 251(c)(3) UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, SBC TEXAS will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC TEXAS must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet SBC TEXAS' bandwidth requirements within the 12 months following the revocation.
- 12.7 Access Methods specific to 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.7.1 The demarcation point for 251(c)(3) UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an SBC TEXAS approved splitter shelf. This arrangement allows for non-intrusive testing.
- 12.7.2 At CO's, 251(c)(3) UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.
- 12.8 Installation and Maintenance for 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.8.1 SBC TEXAS will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.
- 12.9 Dark Fiber Transport Declassification Procedure
- 12.9.1 SBC TEXAS shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 12.10 (i), (ii) and (iii), below. As such SBC must provide UNE Dedicated Transport Dark Fiber under this

Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

- 12.9.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE 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. At the end of the 60-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC TEXAS. 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.
- 12.9.3 Products provided by SBC TEXAS in conjunction with UNE Dedicated Transport Dark Fiber or loop dark fiber, if any, shall also be subject to termination under this Section 12.11 where such fiber is Declassified.
- 12.9.4 The Parties agree that activity by SBC TEXAS under this Section 12.11 shall not be subject to the Network Disclosure Rules.
- 12.10 Wire Center "Tiers" -- For purposes of this Section, wire centers are classified into three "tiers," as follows: Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
 - (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.11 Routine Network Modifications for UNE Dark Fiber Dedicated Transport

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

- 12.11.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC TEXAS is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 12.12 Routine Network Modifications
- 12.12.1 Routine network modifications do not include constructing new 251(c)(3) UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC Texas is not obligated to perform those activities for a requesting telecommunications carrier.
- 12.12.2 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.
- 12.12.3 Notwithstanding anything to the contrary herein, SBC TEXAS' obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 12.12.4 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.
- 12.13 Pursuant to the Commission's Arbitration Award in Docket No. 28821, upon the effective date of a Commission Order the EPN arbitration award in Docket No. 25188 ("EPN Award") establishing terms and conditions relating to "Access Information" for Unbundled Dedicated Transport ("Access Information), either Party may provide written notice ("Notice") to the other Party that it wishes to incorporate the Access Information results from the EPN Award into this Agreement. Following such Notice by either Party, the Parties shall negotiate an amendment to this Agreement to incorporate the EPN Award Access Information terms and conditions into this Agreement which shall be deemed effective between the Parties as of the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. The Parties further acknowledge and agree that the results from the EPN Award are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order, opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies or otherwise affects such EPN Award or the "Access Information" terms and conditions, either Party may, by providing written notice to the other Party, require that such provisions be deleted, modified and/or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, either Party may pursue any rights available to it at law or under the Agreement.
- 12.13.1 In the event that any other telecommunications carrier should adopt this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the EPN Award "Access Information" provisions on a prospective basis following the date the Adopting CLEC's MFN Agreement becomes effective between SBC Texas and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption (i.e., the MFN Agreement Effective Date).

13.0 Maintenance/Repairs/Testing

- 13.1 SBC TEXAS will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations ordered under this Agreement at levels equal to the maintenance provided by SBC TEXAS in serving its end user customers, consistent with this Attachment and will meet the requirements set forth in this Section 13. Such maintenance requirements will include, without limitation, those applicable to testing and network management.
- 13.2 SBC TEXAS technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations that is at least equal in quality to that provided to SBC TEXAS customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC TEXAS customers. CLEC and SBC TEXAS agree to use the severity and priority restoration guidelines set forth in SBC TEXAS MMP 94-08-001 dated April 1996, and as subsequently modified.
- 13.3 When SBC TEXAS returns a "no trouble found" response to a CLEC trouble ticket, CLEC may accept the response or seek a joint test with the SBC TEXAS technician and, at the CLEC's discretion, with a CLEC technician, a vendor technician, and/or the CLEC's network operations center (NOC).
- 13.4 Dispatching of SBC TEXAS technicians to CLEC Customer premises shall be accomplished by SBC TEXAS pursuant to a request received from CLEC When a SBC TEXAS employee visits the premises of an CLEC local customer, the SBC TEXAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that repair persons were on their premises acting on behalf of their local service provider.
- 13.5 All misdirected repair calls to SBC TEXAS from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC TEXAS will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC TEXAS' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC TEXAS customers to a SBC TEXAS designated number.

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ATTACHMENT A

<u>APPENDIX WIRE CENTER CLASIFICATION to ATTACHMENT 6</u>: <u>251(c)(3) Unbundled Network Elements</u>

1. Non-Impaired Wire Center Criteria and Related Processes

1.1 AT&T TEXAS has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T TEXAS' designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and for ordering DS1 and DS3 Loops, DS1 and DS3 Transport Circuits, and Dark Fiber Transport unless CLEC provides a selfcertification as outlined below. For wire center designations included in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526, unless CLEC had provided a self-certification, pursuant to this Section, for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification was provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T TEXAS will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Appendix shall be deemed to mean an Accessible Letter issued after the effective date of the Amendment under which this Appendix becomes part of CLEC's Agreement.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, CLEC disputes the AT&T TEXAS wire center non-impairment designation, CLEC will provide a self-certification to AT&T TEXAS identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired wire centers designated or posted on CLEC Online by AT&T TEXAS as creating a presumption that a wire center is not impaired. CLEC can send a letter to AT&T TEXAS claiming self- certification or CLEC may elect to selfcertify using a written or electronic notification sent to AT&T TEXAS. If CLEC makes such a selfcertification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T TEXAS shall provision the requested facilities in accordance with CLEC's order and within AT&T TEXAS' standard ordering interval applicable to such facilities. If AT&T TEXAS in error rejects CLEC's orders, where CLEC has provided self-certification described in this Appendix, AT&T TEXAS will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. For wire center designations included in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526, CLEC may not submit a self-certification after April 7, 2006. For wire center designations that occur after April 7, 2006, CLEC may not submit a self-certification for a wire center after the transition period referred to in Section 1.1.1.5 below for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

1.1.1 The parties recognize that a wire center that was not designated as meeting the FCC's non-impairment thresholds in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 may meet those thresholds in the future. In the event that a wire center that was not identified in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T TEXAS may add the wire center to the list of designated wire centers and the Parties will use the following process:

- 1.1.1.1 AT&T TEXAS may update its list of designated wire centers as changes occur.
- 1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T TEXAS will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 1.1.1.3 AT&T TEXAS will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 1.1.1.4 In the event CLEC disagrees with AT&T TEXAS' designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T TEXAS' designation by providing a self-certification to AT&T TEXAS in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.
- 1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against AT&T TEXAS' wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, the parties must comply with the transitional period set forth in Sections X.XX, X.XX and X.XX¹ (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)
- 1.1.1.6 If CLEC does provide self-certification to dispute AT&T TEXAS' designation within 60 calendar days of the issuance of the Accessible Letter, AT&T TEXAS may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and AT&T TEXAS will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.
- 1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
 - 1.1.2.1 Commission approval is required before any designated wire center is Declassified pursuant to the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If no CLEC provides self certification, AT&T Texas shall make a filing with the Commission requesting approval of such Declassification(s). Commission approval of such Declassification(s) is required even if a CLEC withdraws its self-certification before, or after, a dispute has been filed with the Commission. A filing seeking Commission approval of wire centers designated for declassification shall include the following information: a) the common language location identifier of the wire center; b) the number of switched business lines served by AT&T TEXAS in that wire center as reported in ARMIS 43-08 for the year just ended; c) the number of UNE-P lines and/or lines provided via comparable commercial agreements used to serve business customers; d) the number of analog UNE-L lines in service; e) the number of DS0 voice grade equivalent lines provided over DS-1 UNE-L lines in service; g) a completed worksheet that shows, in detail, any conversion of access lines to

¹ See CLEC Coalition, KMC Telecom Holding, Birch-Ionex, Xspedius Communications, LLC UNE Appendix at 4.7.1.3, 5.3.1.1 and 7.10.; CLEC Joint Petitioner's at 4.13.3, 5.3.5.1 and 12.9.2

DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators, if fiberbased collocators were utilized as a determining factor for designation; and i) affidavits of persons attesting to the aforementioned information.

- 1.1.3 In the state of Texas, if it desires to do so, AT&T TEXAS can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T TEXAS will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. AT&T TEXAS will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. AT&T TEXAS will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T TEXAS' failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self- certification for a given wire center, shall be deemed a waiver by AT&T TEXAS of its rights to challenge any subsequent self-certification submitted by CLEC for that wire center except as provided below. AT&T TEXAS shall promptly notify CLEC of any time where AT&T TEXAS has waived its ability to challenge a self-certification as to any wire center. AT&T TEXAS may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that AT&T TEXAS asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Appendix. If AT&T TEXAS issues an Accessible Letter notifying CLECs that it has filed a self-certification dispute, and CLEC had not previously submitted a selfcertification for the wire center(s) in dispute, AT&T TEXAS will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, AT&T TEXAS shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC if CLEC submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If CLEC withdraws its selfcertification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:
 - 1.1.3.1 For wire centers designated in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 and
 - 1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005:
 - 1.1.3.1.1 CLEC will pay true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.3 of the Embedded Base Rider between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.2 of the Embedded Base Rider. If affected loop/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also paypay true-up for the period after the end of the initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transition arrangement. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.



- 1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will pay true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.
- 1.1.3.2 For wire centers designated by AT&T TEXAS after April 7, 2006,
 - 1.1.3.2.1 For affected loop/transport elements ordered before AT&T TEXAS' wire center designation,
 - 1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider, CLEC will pay true-up during the period between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.3 of the Embedded Base Rider.
 - 1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider has expired, CLEC will pay true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
 - 1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will pay true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
 - 1.1.3.2.2 For affected loop/transport elements ordered after AT&T TEXAS' wire center designation, CLEC will pay true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 1.1.4 If CLEC has self-certified, and, during the pendancy of any self-certification dispute, including but not limited to Docket 31303, has paid transitional rates for circuits that were covered by the selfcertification, AT&T Texas will pay true-up to CLEC in the event the state Commission upholds

CLEC's self-certification. AT&T Texas will pay true-up to CLEC based on the difference between the transitional rate paid by CLEC and the TELRIC-based rate to which CLEC is entitled.

- 1.1.5 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T TEXAS will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T TEXAS intends to rely, which will include the detailed business line information for the AT&T TEXAS wire center or centers that are the subject of the dispute.
- 1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross-connects will be billed at transitional rates, after transition, if conversion is to an access product, cross-connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 1.3 AT&T TEXAS will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T TEXAS will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of the applicable transitional period in an orderly manner.
- 1.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have DS1/DS3 High Capacity Loops available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLEC will continue to have unbundled access to DS1/DS3 High Capacity Loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building. However, CLEC may not obtain DS1 and/or DS3 loops from any wire center designated as non-impaired for DS1 and/or DS3 Loops.



APPENDIX

ALTERNATE BILLED SERVICES (ABS) TRAFFIC

This Appendix, Alternate Billed Services, sets forth the terms and conditions for Alternate Billed Services Billing and Settlement for Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Traffic.

- 1.0 DEFINITIONS
- 1.1 "Adjustments" means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in this Appendix, or (2) any charges or credits to the CLEC's Account for amounts that may include, but are not limited to declared Unbillables, Duplicates and/or Uncollectibles, as defined herein.
- 1.2 "Alternate Billed Service" (ABS) is traffic or service that is provided by any local service provider (LSP) to another LSP's end user customer over the UNE platform, and includes a service that allows End-Users to bill calls to accounts that may not be associated with the originating line. Calling card, collect and third number billed calls are examples of ABS calls. The phrase "Alternate Billed Service" or ABS is sometimes referred to as Alternate Billing Services, Alternatively Billed Traffic (ABT), Alternatively Billed Services, or Alternately Billed Services. The different terms are interchangeable and offer no difference in connotation.
- 1.3 "Billing Company" shall mean the Party that has the End-User customer that needs to be billed for the ABS call charges.
- 1.4 "Daily Usage File" (DUF) is a process whereby a CLEC receives usage sensitive records and returns records for consideration of an adjustment in the industry standard format, currently Exchange Message Interface (EMI).
- 1.5 "Earning Company" shall mean the Party that originates the ABS call but does not have the End-User customer that needs to be billed for the ABS call charges.
- 1.6 "End User" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.7 SBC Texas As used herein, SBC Texas means the applicable SBC owned ILEC(s) doing business in Texas.
- 1.8 "Incollect" shall mean calls that are placed using the services of SBC Texas or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC.
- 1.9 "Messages" means the call detail information provided via the DUF.
- 1.10 "Outcollect" shall mean calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SBC Texas line or other LEC or LSP.
- 1.11 (Intentionally omitted.)
- 1.12 "Rated ABS Message" means an ABS message originating from SBC Texas that is rated and listed on the DUF.
- 1.13 "Rejects" means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic

Number Identification "ANIs" that do not belong to the CLEC at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

- 1.14 "Selective Blocking" means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by SBC Texas's Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users. SBC Texas will identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.
- 1.15"Third Party" means any Person other than a Party.
- 1.16 "Toll Billing Exception" (TBE) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.
- 1.17 "Unbillable" means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or because of some other billing error (not the result of an error by CLEC) that is returned to SBC Texas by means of the DUF. Rated messages for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days of the date such usage was incurred are Unbillables.
- 1.18 "Uncollectible" means an ABS Message for which charges are billed by CLEC to CLEC End-User's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.
- 2.0 ABS TRAFFIC BILLING OPTIONS

CLEC may select one of the billing options for Alternate Billed Services (ABS) set forth below. The option selected by CLEC shall be noted in Appendix A to the General Terms and Conditions. If CLEC fails to select and note one of the billing options identified below, the default selection of ABS Billing Option 1 (SBC blocking of end user) will be selected on CLEC's behalf. CLEC may change the ABS billing option upon 60 days' notice to SBC Texas.

If CLEC chooses Option 1, default or otherwise, then the CLEC will not be responsible for ABS charges incurred on lines on which the ILEC has failed to place TBE blocking. If a CLEC chooses Option 2 or 3, the CLEC is responsible only for the ABS charges as outlined by the provisions in that option.

- 2.1 Option 1: (SBC blocking of end user)
 - 2.1.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS. If it exercises and implements this option, CLEC is not responsible for any charges for ABS traffic.
 - 2.1.2 Intentionally left blank.
 - 2.1.3 CLEC shall notify SBC Texas within five (5) business days of deploying a new OCN to insure that Selective Blocking is established correspondingly. Subsequent requests to add Selective Blocking should be submitted to pccdispute@sbc.com.
 - 2.1.4 Intentionally left blank.

- 2.1.5 Intentionally left blank.
- 2.1.6 Intentionally left blank.
- 2.2 Option 2: CLEC provides Billing and Collection Services for ABS Traffic
 - 2.2.1 Under this option, CLEC will provide Billing and Collection Services (B&CS) to SBC Texas for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed and agreed to during the term of this Appendix. CLEC may submit up to a maximum of 35% of the SBC Texas' rated ABS messages and applicable taxes delivered via the DUF to SBC Texas as an Uncollectible, for a given bill period. SBC Texas will credit CLEC a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC Texas' network.
 - 2.2.2 Billing Services

2.2.2.1 SBC Texas will provide CLEC with formatted records via the DUF for SBC Texas's rated messages for ABS calls in accordance with SBC Texas's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

2.2.2.2 Intentionally left blank.

2.2.2.3 CLEC agrees to modify its billing edits to allow the generation of a bill to an End-User if CLEC receives the ABS billable call records within 45 days after the CLEC End-User's account has been put in a pending closed or closed status in CLEC's customer database. Records older than 45 days that are sent on customer accounts that are in a pending closed or closed status can be returned to SBC Texas as Unbillable.

2.2.2.4 CLEC is not required to bill for ABS calls sent by means of the DUF that are more than 120 days old.

2.2.2.5 CLEC will provide an accounting of collections for ABS charges, including partial payments through a mutually agreed upon format. This report is acceptable on a monthly basis.

2.2.3 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;

Adjusting End User's bills as set forth in Section 7.0 of this Appendix;

- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.0 of this Appendix;

Remitting net proceeds to SBC Texas;

- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

- 2.2.3.1 Intentionally left blank.
- 2.2.3.2 Intentionally left blank.
- 2.2.3.3 Upon termination of this Appendix for any reason, all sums due to SBC Texas hereunder shall be immediately due and payable.
- 2.2.4 At the CLEC's option, exercisable by delivery of a written request to SBC Texas, SBC Texas will selectively block calls, which originate from inmate facilities that are served by SBC Texas's Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, SBC Texas will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.
- 2.2.5 Settlement with CLEC:

2.2.5.1 The amount due each billing cycle to SBC Texas from CLEC who selects Option 2, shall be as follows:

- (a) Gross ABS Billing Sent; (+)
- (b) Less amounts declared as Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
- (c) Less amounts declared as Duplicates as provided in Section 6.0 of the Appendix; (-)
- (d) Less amounts declared as Adjustments as provided in Section 6.0 and 7.0 of the Appendix; (-)
- (e) Less amounts declared Uncollectible; (-)
- (f) (Intentionally left blank)
- (g) Less Billing Service Fee (-)
- (h) Less Late Payment Charges previously assessed for Unbillables; (-)
- (i) Equals Amount Due SBC Texas: (a-(b,c,d,e,f,g,h)=i.
- 2.3 Option 3: CLEC Purchase of ABS Accounts Receivable
 - 2.3.1 CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Adjustments as provided in Section 6.0 of the Appendix and/or Unbillables and Rejects, as provided in Section 8.0 of the Appendix. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages and applicable taxes, which requires that the CLEC pay (a) seventy percent (70%) of the total amount of charges for SBC Texas's- originated rated ABS messages and applicable taxes; and (b) one hundred percent (100%) of any ABS charges passed through SBC Texas by Third Party LECs that are included in a DUF transmission.
 - 2.3.2 At the CLEC's option, exercisable by delivery of a written request to SBC Texas, SBC Texas will selectively block calls which originate from inmate facilities that are served by SBC Texas's Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective

Blocking, SBC Texas will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to SBC Texas unbundled local switch ports.

2.3.3 Settlement with CLEC

2.3.3.1 The amount due each billing cycle to SBC Texas from CLEC who selects Option 3 shall be as follows:

- (a) Gross ABS Billing Sent; (+)
- (b) Less the 30% Accounts Receivable Discount, as defined with Option 3 above, credited one month in arrears to Requesting Carrier's account; (-)
- (c) Less amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-
- (d) Less amounts declared as Duplicates as provided in Section 8.0 of the Appendix; (-)
- (e) Less amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
- (f) Less Late Payment Charges previously assessed for Unbillables; (-)
- (g) Equals amount Due SBC Texas (a-(b,c,d,e)-f)=g

2.3.3.2 Upon termination of this Appendix for any reason, all sums due to SBC Texas hereunder shall be immediately due and payable.

- 2.4 Option 4: Billing and Collection Contract
 - 2.4.1 This option allows parties to enter into a billing and collection contract separate and apart from this interconnection agreement.
- 3.0 DAILY USAGE EXTRACT FILE: Applies to all Options
- 3.1 Specific provisions, requirements and prices concerning the Daily Usage Extract File and related services are set forth in the Interconnection Agreement, attached hereto.
- 3.2 Notwithstanding the foregoing, CLEC shall not be liable for any charges for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days of the date such usage was incurred. Rated messages for which Customer Usage Data was not furnished by SBC Texas to CLEC within 120 days must be returned to SBC Texas by means of the DUF as an Unbillable record for consideration of an adjustment.
- 3.3 Intentionally left blank.
- 3.4 CLEC shall notify SBC's IS Call Center within twenty-four (24) hours if a problem occurs with transmission of the Daily Usage Extract file.
- 4.0 BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 2 & 3
- 4.1 Billing Services
 - 4.1.1 CLEC will provide Billing and Collection Services (B&CS) to SBC Texas for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.
 - 4.1.2 SBC Texas will provide CLEC with formatted records via the DUF for SBC Texas' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will

render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

- 4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.
- 4.2 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 8.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.1 of this Appendix;
- Remitting net proceeds to SBC Texas;
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5.0 CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 At its option, the CLEC may pass through discretionary charge(s) to their End-Users, as a mechanism for cost recovery, when billing its End-User Customer.
- 6.0 ABS CLAIMS AND ADJUSTMENTS

ABS billings will be adjusted for Unbillables, Uncollectibles, Duplicates, and Customer Complaints.

- 6.1 CLEC End-User Customer Complaints and Inquiries
 - 6.1.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. SBC Texas will work cooperatively with CLEC to address the CLEC End User's concerns by providing skilled assistance to CLEC. If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may initiate a claim to SBC Texas as provided in Section 6.2 of this Appendix.
- 6.2 CLEC ABS Claims
 - 6.2.1 If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further Investigation on a specific call or a series of calls, CLEC may send an email to pccdispute@sbc.com and the Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain it with their End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry.
 - 6.2.2 Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist SBC Texas in completing the investigation.
- 6.3 Claim Resolution and Adjustments to CLEC's Account

- 6.3.1 When all questions are answered and disposition is provided to CLEC on an ABS claim, a credit is applied to the CLEC's Billing Account Number (BAN), as appropriate.
- 6.3.2 Claim resolution is made within thirty (30) calendar days of receipt of claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved.
- 6.3.3 If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle.
- 6.3.4 If a claim is denied, an explanation for the denial is provided. Once SBC Texas resolves the CLEC claim and the resolution Email is sent to CLEC, SBC Texas considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with SBC Texas's resolution of the claim, it is CLEC's responsibility to invoke formal dispute resolution procedures.

7.0 ADJUSTMENTS TO CLEC END-USER'S ACCOUNT

- 7.1 The CLEC has the option to remove a disputed Uncollectible charge from their End User's account no earlier than thirty (30) days from the date that the message was originally sent to CLEC by means of the DUF.
- 8.0 UNBILLABLES / REJECTS
- 8.1 SBC Texas will adjust CLEC's ABS charges for timely and properly returned Unbillables including Rejects. CLEC must return Unbillable and/or Reject claims to SBC Texas by means of the DUF, using the appropriate EMI Guidelines, no later than 60 days from the date the message was originally sent to CLEC through the DUF.
- 8.2 Upon receipt of returned Unbillable and/or Reject, SBC Texas will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, SBC Texas will process appropriate credits to CLEC's account.
- 8.3 Intentionally omitted.
- 8.4 Intentionally left blank.
- 9.0 UNCOLLECTIBLES
- 9.1 SBC Texas will adjust CLEC's ABS charges for timely and properly returned Uncollectibles, when Option 2 is selected.
- 9.2 CLEC must return Uncollectibles to SBC Texas by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.
- 9.3 CLEC may submit Uncollectibles to SBC Texas no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.
- 9.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recoursing an Uncollectible to SBC Texas for adjustment. SBC Texas reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.

- 9.5 Intentionally omitted
- 9.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to SBC Texas prior to SBC Texas removing TBE on the End User's line.
- 10.0 TAXES
- 10.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.
- 11.0 BLOCKING
- 11.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request.
- 11.2 Intentionally omitted.
- 11.3 CLEC is obligated to initiate, within 5 business days of receipt of written notice from SBC Texas, an LSR requesting the underlying ULS provider to block ABT calls to or from that End User's telephone number.
- 11.4 Where blocking is not initiated through an LSR or timely performed by the LSP following receipt of written notice, the provider of ABT services is entitled to liquidated damages from the end-user's LSP. The amount of damages shall be 60% of the total of any ABT charges incurred for each End User for which call blocking was not timely provided, incurred from the date such information was requested until such time as it is provided. All such charges shall be documented through the Daily Usage Feed rated messages.
- 11.5 In connection with the selective blocking and TBE option, SBC Texas is unable to guarantee that its methodology will block one hundred percent (100%) of the collect/third party calls. CLEC is not responsible for any ABS charges that may occur due to CLEC End User's acceptance of Collect/Third Party calls, if TBE has been appropriately ordered on the End User's line.
- 11.6 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.
- 11.7 There is no charge for Selective Blocking.
- 11.8 Intentionally left blank.
- 11.9 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.
- 11.10 CLEC shall agree to cooperate with SBC Texas to investigate, minimize, and take corrective action in cases of potential fraud. CLEC shall also block its End-User access to ABS calls upon SBC Texas's request in the case of potential fraud.
- 11.11 Where blocking is erroneously requested, any liability rests with service provider erroneously requesting the blocking.

- 11.12 Where blocking is done erroneously, any liability rests with the service provided erroneously doing the blocking.
- 11.13 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to SBC Texas prior to SBC Texas removing TBE on the End User's line.
- 12.0 OUTCOLLECTS AND RECIPROCAL BILLING
- 12.1 Outcollects: SBC Texas will provide to CLEC the unrated message detail that originates from a CLEC End-User line but which is billed to a telephone number other than the originating number (e.g., calling card, billto-third number, collect.). SBC Texas has agreed to transmit such data on a daily basis by means of the DUF. CLEC as the Local Service Provider (LSP) will be deemed the Earning Company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for End-User billing, by means of the DUF. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SBC Texas's transmission of Outcollect messages to CLEC is applicable, and SBC Texas will bill CLEC for the transmission charge.
- 12.2 SBC Texas is prepared to reciprocate the terms of this agreement as it relates to CLEC's Outcollects that are billable to SBC Texas and is prepared to compensate CLEC for the revenue it is due.

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between SBC TEXAS, ("SBC" or "SBC ILEC") and [CLEC Name] (collectively referred to as "the Parties") ("Agreement") contemporaneously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC TEXAS was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law as further defined below ("TRO Declassified Elements"); and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in United States Telecom Ass'n v. F.C.C., 359 F3d 554 (D.C. Cir. 2004) ("USTA II") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the USTA II decision vacated certain of the FCC rules and parts of the TRO requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules, ¹ on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS") or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs ("TRRO Affected Elements"); and

WHEREAS, the FCC, in its TRO Remand Order, instituted transition periods and pricing to apply to CLEC's embedded base of the TRRO Affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC is purchasing TRO Declassified Elements and/or has an embedded base of one or more of the TRRO Affected Elements, and the transition periods applicable to one or more of the elements had not yet expired.

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement as set forth below:

1.0 TRO-Declassified Elements.

1.1 Pursuant to the *TRO*, nothing in this Agreement requires SBC TEXAS to provide to CLEC any of the following items on an unbundled basis pursuant to Section 251(c)(3) of the Act

(i) entrance facilities

¹ Order on Remand, Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

(ii) OCn level dedicated transport;

(iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

(iv) OCn loops;

(v) the feeder portion of the loop;

(vi) line sharing;

(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

(viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;

(ix) packet switching, including routers and DSLAMs;

(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR § 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and

(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC TEXAS has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC TEXAS will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO Declassified Elements."_Nothing in this section shall limit AT&T's ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNEs pursuant to Attachment 6, Section 2.11 of the Parties' ICA.

1.2 Transition Provision of TRO Declassified Elements. This Section sets forth the Notice and Transition Processes for TRO Declassified Elements.

1.2.1 SBC TEXAS is not required to provide the TRO Declassified Element(s) on an unbundled basis pursuant to 251(c)(3) to CLEC under this Agreement, and the following notice and transition procedure shall apply:

1.2.2 SBC TEXAS will provide written notice to CLEC of the fact that the TRO Declassified Element(s) that had been previously provided on an unbundled basis is no longer required to be provided pursuant to 251(c)(3). During a transitional period of thirty (30) days from the date of such notice, SBC TEXAS agrees to continue providing such element(s) in accordance with and only to the extent permitted by the terms and conditions set forth in the

[NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for the thirty (30) day transitional period.

1.2.3 Upon receipt of such written notice, CLEC will cease new orders for such TRO Declassified Elements that are identified in the SBC TEXAS notice letter. SBC TEXAS reserves the right to monitor, review, and/or reject CLEC orders transmitted to SBC TEXAS and, to the extent that the CLEC has submitted orders and such orders are provisioned after this thirty (30) day transitional period, such network elements are still subject to this Section 1.0, including the CLEC options set forth in Section 1.2.4 below, and SBC TEXAS' right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.

1.2.4 During such thirty (30) day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the SBC TEXAS notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s); or

(ii) SBC TEXAS and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and SBC TEXAS have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then SBC TEXAS will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand-Declassified Loop-Transport Elements.

2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

(i) Dark Fiber Loops;

(ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in the TRO Remand Order and Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

(iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in the TRO Remand Order and Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

(iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

2.2 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to the TRO Remand Order and Rules 51.319(a) and (e), as set forth in the TRO Remand

Order, SBC TEXAS shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Loop-Transport Element(s);

(b) CLEC's transition of an Affected Loop-Transport Element(s) to an alternative arrangement; or

(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC TEXAS, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

SBC TEXAS's transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.2 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC TEXAS may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing").

2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

2.3.2 CLEC shall be fully liable to SBC TEXAS to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3.3 The Parties agree to work together to develop a mutually agreeable, conversion process that includes agreement on the conversion request formats and associated systems; as well as an agreement on what additional information is needed from SBC TEXAS to enable AT&T to identify the loop and transport Network Elements that need to be converted.

2.3.4 SBC TEXAS will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of AT&T.

2.3.4.1 To avoid customer impact during the transition of UNE-P to alternative arrangements, SBC TEXAS commits to suppress line loss and related CARE notifications when the conversion requests are processed.

2.3.5 Conversion Charges - SBC TEXAS shall not impose any termination, re-connect or other nonrecurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.

2.4 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO

Remand Order (as set forth in Sections 2.4.1 and 2.4.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC TEXAS by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

2.4.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.

2.4.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC TEXAS, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

3. TRO Remand-Declassified Switching and UNE-P.

3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise, except as required by State Commission orders. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC TEXAS shall continue to i) provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC on or *before* September 30, 2005), and ii) provision AT&T requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing AT&T UNE-Ps to a UNE line-splitting arrangement to serve the same enduser or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

(b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

(c) March 11, 2006.

SBC TEXAS's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 3.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC TEXAS may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, SBC TEXAS shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], and only to the extent such items were already being provided, or ordered, on or before September 30, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

3.2.1.1 The [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

3.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CLEC shall be fully liable to SBC TEXAS to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

3.3.2 CLEC shall be fully liable to SBC TEXAS to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

3.4 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P and related items, such as those referenced in Section 3.2.1, above in place on March 11, 2006, SBC TEXAS, without further notice or liability, will re-price such arrangements to resale.

4. Sections 1, 2 and 3, above, apply and are operative regardless of whether CLEC is requesting the TRO Declassified Elements, Affected Loop-Transport Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

5. In entering into this Rider, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Rider) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v.* FCC, 290 F.3d 415 (D.C. Cir. 2002) (*"USTA I"*) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (*"USTA II"*); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6. Except to the extent of the very limited purposes and time periods set forth in this Rider, this Rider does not, in any way, extend the rates, terms or conditions of the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] beyond its term.

7. The Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the Texas Commission and shall become effective ten (10) days following the date upon which the Texas

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER/<u>SOUTHWESTERN BELL TELEPHONE, L.P.</u> <u>SBC TEXAS</u>CLEC JOINT PETITIONERS PAGE 7 0F 7 081105

Commission approves this Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Rider is deemed approved by operation of law.

Western Communications, Inc. d/b/a Logix Communications
Signature:
Name: <u>Howard</u> Siege
THE 110 Zertenal & Resulting Affairs

Southwestern Bell Telephone, L.P. d/b/a SBC Texas by SBC Operations, Inc., its authorized agent

Signature:

Name: Mike Auinbauh

Title: <u>UP External & Regulatory Affairs</u> (Print or Type) Date: <u>8/25/05</u>

Title: AVP-Local Interconnection Marketing

AUG 2.6 2005

Date:

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC TEXAS will interconnect their networks in the event that CLEC is choosing to operate as a Facility-Based Provider in a given SBC TEXAS Local Exchange Area. The arrangements described herein do not apply to the provision and utilization of Unbundled Network Elements, which are addressed in Attachment 6: Unbundled Network Elements.

- 1.0 <u>Definitions</u>
- 1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 Intentionally Left Blank.
- 1.3 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 1.4 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.5 "IntraLATA Toll Traffic" is defined as the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the SBC TEXAS local calling area as defined in the Local Exchange Tariff on file with the Public Utilities Commission of Texas.
- 1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.9 A "Local Calling Area" or "LCA" is an SBC TEXAS local calling area, as defined in SBC TEXAS' General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.10 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/ IntraLATA Traffic.
- 1.11 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) IntraLATA Toll Traffic.
- 1.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.13 "Offers Service" At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

- 1.14 "Remote End Office Switch" is an SBC TEXAS switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature function and capability of an SBC TEXAS End Office Switch. Such features, functions and capabilities are provided between an SBC TEXAS Remote End Office Switch via an umbilical and an SBC TEXAS Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.
- #1.16 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS Traffic, (iv) FX Traffic, (v) Transit Traffic, (vii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA Toll provider, and/or (viii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- #1.17 A "Tandem Serving Area" or "TSA" is an SBC Texas area defined by the sum of all local calling areas served by SBC Texas End Offices that subtend an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.0 Requirements for Establishing Points of Interconnection

- # 2.0 1 If direct interconnection including dedicated trunking between CLEC and an SBC TEXAS End Office not served by an SBC TEXAS tandem, or direct interconnection including dedicated trunking to an SBC tandem, for Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Toll Traffic, is unavailable, the Parties agree to accept transit traffic from a Third Party Originating Carrier (as defined below) transited by an Alternate Tandem Provider (ATP) and shall route traffic to a Third Party Terminating Carrier (as defined below) pursuant to the following terms and conditions:
 - (a) Prior to delivery of its originating traffic to an Alternate Tandem Provider for termination to SBC TEXAS, CLEC shall ensure that the Alternate Tandem Provider has direct interconnection trunking with SBC TEXAS.
 - (b) Third Party Terminating Carrier shall mean SBC TEXAS, when traffic is terminated to it by CLEC via an Alternate Tandem Provider or shall mean CLEC when traffic from SBC TEXAS is terminated to CLEC via an ATP.
 - (c) Third Party Originating Carrier shall mean CLEC when it sends traffic originated by its End Users to SBC TEXAS' End Users via an Alternate Tandem Provider or shall mean SBC TEXAS when it sends traffic originated by its End Users to CLEC via an ATP.
 - (d) When the Third Party Originating Carrier utilizes an Alternate Tandem Provider to send Traffic originated by its End Users to the End Users of the Third Party Terminating Carrier, the Third Party Originating Carrier shall be responsible for all Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Minutes of Use ("MOUs") billed by the Third Party Terminating Carrier for the termination of such traffic. The ATP shall not serve a billing clearinghouse function, unless agreed to in writing by both SBC TEXAS and the CLEC.
 - (e) Where CLEC and SBC TEXAS have direct trunking between them for Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Toll Traffic, in a blocking situation, the Parties agree to overflow traffic via an ATP for termination to the other Party, until such time as the blocking situation is alleviated.

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Section 2.1 through Section 2.7 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5) IntraLATA Toll Traffic.

- #2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC Texas' network in the LATA where CLEC offers service.
- #2.1.1 A "Single POI" is a single point of interconnection within a LATA on SBC TEXAS' network that is established to interconnect SBC TEXAS' network and CLEC's network for the exchange of Section 251(b)(5)IntraLATA Toll Traffic.
- #2.1.2 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- #2.1.3 CLEC agrees to establish additional POI(s) as follows:

(i) in any SBC Texas TSA separate from any existing POI arrangement when traffic to/from that SBC Texas TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or (ii) at an SBC Texas End Office not served by an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

- #2.1.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- #2.2 Each Party will be responsible for providing the necessary equipment and facilities on their side of the POI(s).
- #2.3 POIs shall be established at any technically feasible point inside the geographical areas in which SBC TEXAS is the Incumbent LEC and within SBC TEXAS' network.
- 2.4 Intentionally Left Blank.
- 2.5 The POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.
- 3.0 <u>Trunking Requirements</u>
- 3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:
- 3.1.1 Each SBC TEXAS Local Tandem in the LCA where CLEC Offers Service when there are SBC TEXAS Local Tandem(s) in the LCA where CLEC Offers Service.
- 3.1.2 Each SBC TEXAS End Office in the LCA where CLEC Offers Service when there is no SBC TEXAS Local Tandem in the LCA where CLEC Offers Service.
- 3.2 When CLEC Offers Service in an LCA that has at least one SBC Texas Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an SBC Texas End Office which subtends an SBC Texas Local Tandem in the LCA exceeds 24 DS0s at peak over three consecutive month's period of time, CLEC shall establish a Direct End Office Trunk Group (Local

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Interconnection Trunk Group that terminates to a SBC Texas End Office also known as a "DEOT" group) to that SBC Texas End Office.

- 3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)IntraLATA Toll Traffic is served only by an SBC TEXAS Remote End Office Switch, CLEC shall DEOT to the appropriate SBC TEXAS Host End Office Switch.
- 3.4 DEOT group(s) to SBC TEXAS End Offices shall be provisioned as two-way trunks and used as two-way trunks.
- 4.0 Intentionally Left Blank
- 5.0 Intentionally Left Blank
- 6.0 Intentionally Left Blank
- 7.0 Intentionally Left Blank
- 8.0 <u>Provision of Information</u>
- 8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to SBC TEXAS (as set forth in SBC's CLEC Handbook, published on the CLEC Online website.)
- 9.0 ASR Control for Two-Way Trunk Groups
- 9.1 CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of all two-way trunk groups provisioned between CLEC and SBC TEXAS with the limited exception detailed in section 9.3 below.
- 9.2 This only applies to the extent that it does not require SBC TEXAS to redesign its network configuration.
- 9.3 SBC TEXAS reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall SBC TEXAS be allowed to issue ASRs on CLEC's behalf.
- 10.0 Ancillary Services
- 10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services.
- 10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.
- 11.0 <u>Signaling</u>
- 11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC TEXAS network.
- 11.2 Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS switching platforms do not support SS7.

12.0 Interconnection Methods

- 12.1 Where CLEC seeks to interconnect with SBC TEXAS for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:
- 12.1.1 Physical Collocation;
- 12.1.2 Virtual Collocation;
- 12.1.3 SONET Based;
- 12.1.4 Mid Span Fiber Meet Point;
- 12.1.5 Leasing of SBC TEXAS' facilities;
- 12.1.6 Leasing of facilities from a third party;
- 12.1.7 CLEC self-build out;
- 12.1.8 Any other mutually agreeable methods of obtaining interconnection.
- 13.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

- 1.1 The Interconnection of CLEC and SBC TEXAS networks shall be designed to promote network efficiency.
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with SBC TEXAS' facilities. All references to incoming and outgoing trunk groups are from the perspective of the CLEC.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel capability where it is currently deployed at the time of the request.
- # 1.4 SBC TEXAS will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not an CLEC local exchange service customer. SBC TEXAS and CLEC may establish a single two way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLEC may have administrative control (e.g., determination of trunk size) of this combined two way trunk group to the extent that it does not require SBC TEXAS to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.

#SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. SBC is required to perform these functions at TELRIC based rates.

2.0 Trunk Group Configurations

2.1 Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC, where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dial tone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider and Meet Point Traffic. SBC TEXAS will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC. For purposes of this Attachment 11, Internet Service Providers shall be considered end users.

2.2 CLEC Originating (CLEC to SBC TEXAS)

For traffic that is originated from CLEC to SBC TEXAS subject to Section 1.0 above, IntraLATA Toll traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider may be combined with Section 251(b)(5) and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to a SBC TEXAS Local/IntraLATA Tandem Switch, Local Tandem switch or directly to a SBC TEXAS End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SBC TEXAS'

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End Offices will be provisioned as two-way and used as two-way. When SBC TEXAS' Access Tandem Switches are separate from Local Tandem Switches in a Local Exchange Area, a separate trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each local tandem and a separate trunk group used to carry IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider will be provided to each Access Tandem Switch. When there are multiple SBC TEXAS Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry both Section 251(b)(5), ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider. Trunk groups to any SBC TEXAS, Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC TEXAS network. Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS' switching platforms do not support SS7.

Trunking to a SBC TEXAS Local, Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the SBC TEXAS End Offices which subtend that tandem and to other service providers which are connected to SBC TEXAS at that Tandem. Trunking to SBC TEXAS' End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.3 CLEC Terminating (SBC TEXAS to CLEC)

For CLEC Terminating traffic (SBC TEXAS to CLEC), where SBC TEXAS has a Local/IntraLATA, or Local/Access Tandem Switch, SBC TEXAS will combine the Section 251(b)(5) Traffic, ISP Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider over a single two-way trunk group. When SBC TEXAS has Access Tandem Switches separate from Local Tandems Switches in a Local Exchange Area, SBC TEXAS shall deliver Section 251(b)(5) Traffic and ISP-Bound Traffic from the Local Tandem Switch to CLEC over the two-way trunk group to the Local Tandem Switch. SBC TEXAS shall deliver IntraLATA Toll traffic from the Access Tandem Switch to CLEC over the two-way trunk group to the Access Tandem Switch. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and SBC TEXAS' End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC TEXAS network. Multifrequency (MF) signaling will be utilized in cases where SBC TEXAS switching platforms do not support SS7.

2.4 Meet Point Traffic

Meet Point Traffic will be transported between the SBC TEXAS Access Tandem Switch and CLEC over a "meet point" trunk group separate from any local or Local and IntraLATA Toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC's end users and interexchange carriers via a SBC TEXAS Access Tandem Switch. When SBC TEXAS has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one SBC TEXAS Access Tandem Switch within the Local Exchange Area. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.5 Direct End Office Trunking

2.5.1 The Parties shall establish a two-way Direct End Office trunk (DEOT) group when End Office traffic exceeds 24 DS0s at peak over three consecutive month's or when no Local Tandem Switch is present in the Local Exchange Area. Trunking to an SBC TEXAS End Office shall afford CLEC access to only the NXXs served by that individual End Office.

2.6 E911 Emergency Traffic

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SBC TEXAS end office that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.7 Mass Calling (Public Response Choke Network)

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

#In addition, CLEC may use call-gapping and software designed networks to control Mass Calling.

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC TEXAS will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. CLEC has the option of call gapping or trunking to a specific tandem for gapping by SBC TEXAS.

2.8 Operator Services

Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.8.1 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to SBC TEXAS' TOPS tandem. SBC TEXAS will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SBC TEXAS TOPS platform that are currently used for existing IXC inward operator services.

[#] Conformed to Docket 28821

2.8.2 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SBC TEXAS will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SBC TEXAS' Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SBC TEXAS' operator over an IXC network.

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Blocking Objective (Neal Wilkinson B.01M)
1%
2%
1 %
0.5%
1 %
1 %
0.5%
0.5%

4.0 Forecasting/Servicing Responsibilities

- 4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. SBC TEXAS shall review this forecast and if SBC TEXAS has any additional information that will change the forecast, SBC TEXAS shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the SBC TEXAS General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.
- 4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.
- 4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:
- 4.3.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks and tandem subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and
- 4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 4.3.2.1 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 4.4 CLEC shall be responsible for forecasting two-way trunk groups. SBC TEXAS shall be responsible for forecasting and servicing any one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one way trunk groups terminating to SBC TEXAS, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.
- 4.5 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 4.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 5.0 Trunk Servicing
- 5.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative and order control for the purpose of issuing ASR's on two-way trunk groups.
- 5.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. SBC TEXAS shall send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.
- 5.3 In a Blocking Situation
- 5.3.1 In a blocking situation, a TGSR will be issued by SBC TEXAS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to SBC TEXAS within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 5.4 Underutilization
- 5.4.1 Underutilization of interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 5.4.1.1 If a trunk group is under sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

- 5.4.1.2 SBC TEXAS may send a TGSR to CLEC to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, CLEC will issue an ASR to SBC TEXAS within ten (10) business days after receipt of the TGSR, subject to the following sections.
- 5.4.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 5.4.1.4 If SBC TEXAS does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within twenty (20) business day period, SBC TEXAS will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC TEXAS will issue an ASR to resize the Interconnection trunks and facilities.
- 5.5 In all cases except a blocking situation, CLEC, upon receipt and review of a TGSR will issue a complete and accurate ASR to the other Party:
- 5.5.1 Within ten (10) business days after receipt and review of the TGSR; or
- 5.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The standard interval used for the provisioning process will be twenty (20) business days.
- 5.5.3 When either Party requests, an expedited order, every effort will be made to accommodate the request.
- 5.6 Projects require the coordination and execution of multiple orders or related activities between and among SBC TEXAS and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 5.6.1 Orders that comprise a project, shall be jointly planned and coordinated.
- 5.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC TEXAS will be responsible for engineering its network on its side of the POI.
- 5.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be 20 business days from receipt of a complete and accurate ASR. If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC TEXAS shall treat the ASR as if it were cancelled.
- 5.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 5.10 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.
- 6.0 <u>Servicing Objective/Data Exchange</u>

- 6.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.
- 6.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

7.0 Installation, Maintenance, Testing and Repair

- 7.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks where it is currently deployed at the time of the request. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.
- 7.2 SBC TEXAS will engineer all Local Interconnection Trunk Groups between SBC TEXAS and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC TEXAS and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.
- 7.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.
- 7.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 8.0 Network Management
- 8.1 Restrictive Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC TEXAS will immediately notify each other of any protective control action planned or executed.

8.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

8.3 Mass Calling

CLEC and SBC TEXAS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

9.0 Applicability of Other Rates, Terms and Conditions

9.1 This Appendix, and every Interconnection, service and network element provided thereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such Interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection, service and network element provided hereunder.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain Interconnection. These include, but are not limited to: Mid-Span Fiber Meet Point (MSFMP); Virtual Collocation; SONET Based; Physical Collocation and leasing of SBC TEXAS facilities; leasing of facilities from a third party; CLEC self-build out or other mutually agreeable methods of obtaining Interconnection.

1.0 Mid-Span Fiber Meet Point (MSFMP)

Mid-Span Fiber Meet Point (MSFMP) between SBC TEXAS and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SBC TEXAS tandem or end office. This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

If MSFMP is the selected method for interconnection, MSFMP shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dial tone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").

- 1.1 There are two basic Mid-Span Fiber Meet Point (MSFMP) designs:
- 1.1.1 Design One: CLEC's fiber cable and SBC TEXAS' fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SBC TEXAS central office.
- 1.1.1.1 The Parties may agree to a location with access to an existing SBC TEXAS fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SBC TEXAS building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SBC TEXAS building. In this instance, CLEC will not incur fiber termination charges and SBC TEXAS will be responsible for connecting the cable to the SBC TEXAS facility.
- 1.1.1.2 The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SBC TEXAS fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SBC TEXAS will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.
- 1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SBC TEXAS shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical meet point. Ownership and the cost of provisioning the panel will be negotiated between the two Parties.
- 1.1.1.4 The fiber connection point may occur at the following locations:
- 1.1.1.4.1A location with an existing SBC TEXAS fiber termination panel. In this situation, the POI shall be outside the SBC TEXAS building which houses the fiber termination panel.