

## **ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION**

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) SBC KANSAS agrees to license its Directory Assistance Listing Information to CLEC.

### **1.0 INTRODUCTION**

- 1.1 SBC KANSAS owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SBC KANSAS uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SBC KANSAS' DA office to obtain such information.
- 1.3 CLEC, or its agent, wishes to provide DA service to CLEC's retail end users, and therefore, wishes to load its database with directory assistance listings contained in SBC KANSAS' DA database.
- 1.4 Inasmuch as SBC KANSAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC KANSAS' database also contains directory assistance listing information for other ILEC and CLEC retail end users.

### **2.0 SERVICE PROVIDED**

- 2.1 SBC KANSAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC KANSAS shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC KANSAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC KANSAS will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.
- 3.3 Emergency Notification for Non-Published Telephone Numbers – SBC KANSAS shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any retail end user with a non-published listing in SBC KANSAS' DA database, will be notified that a CLEC retail end user is attempting to contact the non-published party in the event of an emergency.
  - 3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a SBC KANSAS operator via a pre-designated contact number.
  - 3.3.2 SBC KANSAS will verify the listing of the non-published party at the time the CLEC operator requests service. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.
  - 3.3.3 SBC KANSAS will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.
  - 3.3.4 Only calls identified as an emergency will be forwarded to SBC KANSAS for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

#### **4.0 ASSIGNMENT**

- 4.1 The directory assistance listings provided by SBC KANSAS shall remain the property of SBC KANSAS. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

#### **5.0 SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS**

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

#### **6.0 TERM OF APPENDIX**

- 6.1 SBC KANSAS will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue

in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

## **7.0 LIABILITY**

7.1 SBC KANSAS will use commercially reasonable efforts to ensure the accuracy of the directory assistance listing information provided to CLEC. SBC KANSAS makes no express or implied warranties whatsoever, including but not limited to warranties for merchantability or fitness for a particular purpose, regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any.

7.3 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **8.0 PRICING**

8.1 The prices at which SBC KANSAS agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Schedule Pricing.

## **ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)**

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC KANSAS' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### **1.0 INTRODUCTION**

- 1.1 SBC KANSAS publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC KANSAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC KANSAS will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### **2.0 SERVICE PROVIDED**

- 2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC KANSAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to SBC KANSAS' listings database, CLEC will receive for its retail end users, one primary listing in SBC KANSAS' White Pages directory and a listing in SBC KANSAS' directory assistance database.
  - 2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC KANSAS will assess CLEC a monthly charge for such listings at SBC KANSAS tariff rates. An additional monthly charge at SBC KANSAS' tariff rate applies when CLEC wishes to list a retail end user in SBC KANSAS' Directory Assistance database but does not wish to have its retail end user listed in SBC KANSAS' White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in SBC KANSAS' White Pages directory for a monthly charge at SBC KANSAS' tariff rate Resale Rates for those non-published, non-listed services.
    - 2.1.1.1 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to SBC KANSAS subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SBC KANSAS may require to prepare and print the alphabetical listings of said directory
- 2.3 CLEC will provide its subscriber listing information of its subscribers to SBC KANSAS via a mechanical or manual feed of the directory listing information to SBC KANSAS' Directory Listing database. SBC KANSAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes

first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC KANSAS' subscriber listing information. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a retail end user. SBC KANSAS shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

- 2.4 SBC KANSAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC KANSAS will provide daily electronic directory listing verification via SBC KANSAS' White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully process on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC KANSAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC KANSAS will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC KANSAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC KANSAS Business Office Close date for that directory, provided that SBC KANSAS made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC KANSAS will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC KANSAS of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of SBC KANSAS' White Pages directory in the same manner and at the same time that they are delivered to SBC KANSAS subscribers during the annual delivery of newly published directories.
- 2.6.1 SBC KANSAS will deliver one copy per primary retail end user listing of SBC KANSAS' White Pages, as described in Section 2.6 above, at no charge. SBC KANSAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC KANSAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.

- 2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC KANSAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC KANSAS information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC KANSAS the information page(s) in camera ready format. SBC KANSAS will have the right to approve, and, with CLEC's agreement, SBC KANSAS may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.8 SBC KANSAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be a minimum size of: 4 column directories = 1 ½" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC KANSAS the information, including CLEC's logo, to be published on the information page according to the instructions provided on SBC CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a SBC KANSAS White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 SBC KANSAS agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC KANSAS' subscriber listing information. In exchange for SBC KANSAS serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC KANSAS to include and use the CLEC subscriber listing information provided to SBC KANSAS pursuant to this Attachment in SBC KANSAS' White Pages directory, SBC KANSAS' Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC KANSAS' use of CLEC's subscriber listing information in SBC KANSAS' directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. SBC KANSAS will not bill or collect such license fees on CLEC's behalf. Except as stated herein, SBC KANSAS will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will SBC KANSAS authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. SBC KANSAS will take the same measures to guard against unauthorized use of CLEC's listings as SBC KANSAS takes to protect its own listings from unauthorized use, whether by SBC KANSAS, its agents, employees or others.
- 3.2 SBC KANSAS further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation from SBC KANSAS for SBC KANSAS' receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information

shall be intermingled with SBC KANSAS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC KANSAS.

#### **4.0 RATES**

Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

#### **5.0 LIABILITY**

- 5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **ATTACHMENT 20: CLEARINGHOUSE (CH)**

WHEREAS, SBC KANSAS operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility-based CLECs; and,

WHEREAS, CLEC will participate in the CH on the terms set forth herein;

The Parties agree to the following:

### **1.0 CLEARINGHOUSE DESCRIPTION**

- 1.1 SBC KANSAS operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs, including SBC KANSAS and CLEC.

### **2.0 QUALIFYING MESSAGE CRITERIA**

- 2.1 The only toll call messages that qualify for submission to SBC MISSOURI for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Oklahoma or Missouri), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

### **3.0 RESPONSIBILITIES OF THE PARTIES**

- 3.1 CLEC agrees that it will provide SBC KANSAS with billing records for CH processing that are in an industry standard format acceptable to SBC KANSAS and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC KANSAS' CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC KANSAS for CH processing, if needed.
- 3.3 SBC KANSAS will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC KANSAS, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SBC KANSAS all CH Records required by SBC KANSAS to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC KANSAS will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SBC KANSAS relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

### **4.0 PROCESSING CHARGE**

- 4.1 CLEC agrees to pay SBC KANSAS a processing charge in consideration of SBC KANSAS' performance of CH services. This charge is identified in Appendix Pricing – Schedule of Prices.



## **5.0 BILLING CHARGE**

- 5.1 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including SBC KANSAS, when SBC KANSAS bills the message. This charge is identified in Appendix Pricing Schedule.

## **6.0 SETTLEMENT REPORT**

- 6.1 SBC KANSAS will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

## **7.0 RETROACTIVE AND LOST MESSAGES**

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **8.0 LIMITATION OF LIABILITY**

- 8.1 By agreeing to operate the CH, SBC KANSAS assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC KANSAS will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC KANSAS may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 CLEC agrees to indemnify and hold SBC KANSAS harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC KANSAS' performance of CH processing pursuant to this Attachment.
- 8.3 SBC KANSAS will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC KANSAS. Any losses or damage for which SBC KANSAS is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC KANSAS receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## **9.0 DISCLAIMER OF WARRANTIES**

- 9.1 SBC KANSAS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SBC KANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## **ATTACHMENT 21: NUMBERING**

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to numbering resources consistent with the industry guidelines and with applicable law as administered by NANPA (North American Numbering Plan Administrator).

### **1.0 NUMBERING**

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges. Pursuant to Alliance for Telecommunications Industry Solutions (ATIS) Guidelines for the Administration of Telephone Numbers, revised August 15, 2003 (INC 01-0515-028), the Parties agree "that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Exceptions exist, for example tariffed services such as foreign exchange service."
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. The Parties agree to perform such programming and updating within industry standard intervals, provided that both Parties have met the requirements established within ATIS-approved industry guidelines. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRADS) and/or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Party's end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.6 During the term of this Agreement, where CLEC is utilizing its own switch to provide telecommunications services on its own behalf, or on the behalf of any customer of the CLEC, CLEC shall contact the North American Numbering Plan Administrator for the assignment of numbering resources.

### **2.0 NXX CODES**

- 2.1 Each Party agrees to utilize NXX codes in a manner consistent with authorized industry standard rules and guidelines and any agency of governmental authority exercising appropriate jurisdiction.

### **3.0 CODE TRANSFER (A.K.A. NXX MIGRATION)**

- 3.1 Code transfer, as described in industry guidelines (Industry Numbering Committee (INC) document INC 95-0407-008 "Central Office Code (NXX), Section 7), will be provided upon request. The Party that initiates a code transfer request from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER".

## **ATTACHMENT 22: DA-FACILITIES BASED SBC KANSAS -PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC KANSAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

**1.0 SBC KANSAS will provide the following DA Services:**

- 1.1 Local DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC KANSAS methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SBC KANSAS completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC KANSAS will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
  - 1.2.1 SBC KANSAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC KANSAS' switch and where CLEC obtains DA service from SBC KANSAS.
  - 1.2.2 Subsequent to the DA query and release of the DA call to SBC KANSAS' IVS, SBC KANSAS will deliver the DACC call with the required signaling and data to CLEC to complete the call.
  - 1.2.3 CLEC commits that SBC KANSAS' provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC KANSAS from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC KANSAS has interfered with any such contractual arrangement solely by virtue of SBC KANSAS' provision of DACC to CLEC under this Attachment.
- 1.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information (name, address, telephone numbers) outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 1.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number.
- 1.5 Business Category Search (BCS). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 1.6 Emergency Non-published Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a non-published end user, with the calling party's name and number, and a short message about the nature of the emergency, without releasing the non-published end user's telephone number to the calling party. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.

## **2.0 DEFINITIONS - THE FOLLOWING TERMS ARE DEFINED AS SET FORTH BELOW:**

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC KANSAS DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC KANSAS DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SBC KANSAS DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

## **3.0 CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION**

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC KANSAS will offer Call Branding of DA in the name of CLEC.
- 3.1.1 CLEC will provide SBC KANSAS with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.2 SBC KANSAS Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 3.3 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.
- 3.4 CLEC will inform SBC KANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC KANSAS updated Rate information in advance of when the Rates are to become effective.
- 3.5 In all cases when SBC KANSAS receives a rate request from a CLEC end user, SBC KANSAS will quote the Directory Assistance rates provided by CLEC.
- 3.6 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information.
- 3.7 SBC KANSAS will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement.

- 3.8 Branding/Silent Announcement load charges are assessed per loaded recording, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are Nonrecurring and are found in Pricing Schedule.
- 3.9 Rate/Reference load charges are assessed per loaded set of rates/references, per switch. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded into each switch, each loading incurring the Rate/Reference charge). These charges are Nonrecurring and are found in Pricing Schedule.
- 3.10 CLEC shall designate which TOPS (Traffic Operator Position System) switches it wants loaded with Branding/Silent Announcement and Rate/References. (For point of reference, a single SBC KANSAS TOPS switch usually covers an entire LATA. For more information, see CLEC online or consult your Account Manager.)

#### **4.0 RESPONSIBILITIES OF SBC KANSAS**

- 4.1 SBC KANSAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC KANSAS.
- 4.2 SBC KANSAS will provide and maintain its own equipment to furnish DA Services.
- 4.3 SBC KANSAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC KANSAS' current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC KANSAS' customers, as documented in SBC KANSAS' tariffs, including permitting multiple end user queries per directory assistance call.
- 4.4 SBC KANSAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SBC KANSAS will include current CLEC customer listing information in SBC KANSAS' DA database.

#### **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC KANSAS offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

## **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC KANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SBC KANSAS, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SBC KANSAS to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SBC KANSAS via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 Where CLEC chooses not to customize route the DA calls, CLEC agrees that SBC KANSAS will be the sole provider of DA for one year from the effective date that SBC KANSAS begins providing DA for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS' DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred twenty (120) days advance written notice to SBC KANSAS.

## **7.0 PRICING**

- 7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.

## **8.0 MONTHLY BILLING**

- 8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

## **9.0 LIABILITY**

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **ATTACHMENT 23: OS-FACILITIES BASED**

### **SBC KANSAS PROVIDED LOCAL & INTRALATA OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC KANSAS agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

**1.0 SERVICES** - SBC KANSAS will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC KANSAS Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

**2.0 CALL TYPES** - SBC KANSAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Collect and Bill to Third-Number Service- This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment is one for which SBC KANSAS can perform billing validation.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

- 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
  - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
  - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC KANSAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 2.7 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC, audibly and distinctly to the CLEC customer at the beginning of each OS call. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC KANSAS will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request. For CLECs electing to purchase operator and directory assistance service from SBC KANSAS, the CLEC may request either that SBC KANSAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d).
  - 2.7.1 CLEC will provide SBC KANSAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.



- 2.8 SBC KANSAS Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users.

### **3.0 OTHER OPERATOR ASSISTANCE SERVICES**

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC KANSAS will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC KANSAS the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties..
- 3.6 CLEC will inform SBC KANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC KANSAS updated Rate information in advance of when the Rates are to become effective.
- 3.7 In all cases when SBC KANSAS receives a rate request from a CLEC end user, SBC KANSAS will quote the Operator Services rates provided by CLEC.
- 3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.
- 3.9 In the event of an emergency request by a calling party, an Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.

#### **4.0 RESPONSIBILITIES OF SBC KANSAS**

- 4.1 SBC KANSAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SBC KANSAS to provide Operator Services to CLEC will be provided by SBC KANSAS using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SBC KANSAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC KANSAS at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SBC KANSAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SBC KANSAS will deliver the call with the required signaling and data to CLEC to complete the call.

#### **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC KANSAS offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC KANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to SBC KANSAS, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC KANSAS to provide the Service.
- 6.3 CLEC will furnish all records required by SBC KANSAS to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC KANSAS. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC KANSAS. CLEC will keep this data current using procedures mutually agreed to by CLEC and SBC KANSAS. CLEC will provide all data and changes to SBC KANSAS in the mutually agreed to format(s).
- 6.4 Where CLEC chooses not to customize route the OS calls, CLEC agrees that SBC KANSAS will be the sole provider of OS for one year from the effective date that SBC KANSAS begins providing OS for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS' DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred twenty (120) days advance written notice to SBC KANSAS.

**7.0 PRICING**

7.1 The rates for the Operator Services provided are outlined in the Appendix Pricing Schedule.

**8.0 MONTHLY BILLING**

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

8.2 SBC KANSAS will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

**9.0 LIABILITY**

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SBC KANSAS will provide recording, message processing and message detail services as described in total in Exhibit I and Exhibit II. Exhibit I and II are attached hereto and made a part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

### 1.0 DEFINITIONS

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 Access Usage Record (AUR) - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC KANSAS and CLEC via the CMDS host.
- 1.4 Data Transmission - The forwarding by SBC KANSAS of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 Exchange Message Interface (EMI) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA.)
- 1.7 Interexchange Carrier Transported - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - The creation of individual EMI formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - The company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC KANSAS' internal network or national CMDS.
- 1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to a SBC KANSAS SCP.
- 1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

## **2.0 RESPONSIBILITIES OF THE PARTIES**

- 2.1 SBC KANSAS will record all IXC transported messages as specified by CLEC on Exhibit II that are carried over all Feature Group Switched Access Services that are available to SBC KANSAS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SBC KANSAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC KANSAS.
- 2.2 SBC KANSAS will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SBC KANSAS.
- 2.3 SBC KANSAS will provide AURs that are generated by SBC KANSAS.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC KANSAS, during the billing period established by SBC KANSAS and selected by CLEC from Appendix II.
- 2.5 Standard EMI record formats for the provision of access usage record detail will be established by SBC KANSAS and provided to CLEC.
- 2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7 SBC KANSAS will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.
- 2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC KANSAS reserves the right to limit the frequency of transmission to existing SBC KANSAS processing and work schedules, (holidays, etc., i.e., holidays, weekends).
- 2.9 SBC KANSAS and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC KANSAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC KANSAS.
- 2.11 SBC KANSAS will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- 2.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to SBC KANSAS under the same terms and conditions of this Attachment.

### **3.0 BASIS OF COMPENSATION**

- 3.1 SBC KANSAS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by SBC KANSAS on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

### **4.0 LOSS OF USAGE**

- 4.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 4.2 When either party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to non-Recording Company CLEC. If written notification is not received within sixty (60) days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 4.3 If, despite timely notification by the non-Recording Company, AUR detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.
- 4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the nonreceipt of data.

### **5.0 INDEMNIFICATION**

- 5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

### **6.0 WARRANTIES**

SBC KANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## **EXHIBIT I SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

### **EXPLANATION OF SERVICE OPTIONS**

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #1: This option has been withdrawn.
- Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

#### **ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6: This option has been withdrawn.
- Option #7: This option has been withdrawn.

#### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

- Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9: This option has been withdrawn.
- Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

**TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

- Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.



## EXHIBIT II INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- ☐ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):  
1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- ☐ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):  
1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

## ATTACHMENT 25: xDSL

### 1.0 INTRODUCTION<sup>1</sup>

- 1.1 SBC KANSAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and xDSL Subloop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. § 51.319(a)(1)(i), (iii) and (iv) and (b)(1), as such rules may be modified from time to time, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Appendix Pricing, Schedule of Prices of this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

### 2.0 DEFINITIONS

Except as may otherwise be noted in an Appendix to this Attachment, the following definitions apply to this Attachment and its Appendices:

- 2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.
- 2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop.
- 2.1.2 For purposes of this Attachment and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC KANSAS' outside plant and the demarcation point at an end-user customer premise, that may be conditioned at CLEC's request in order for CLEC to provide xDSL-based services over such Subloop. Subloops are also more specifically addressed in the subloop provisions applicable to this Agreement. A point of technically feasible access is any point in SBC KANSAS' outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Attachment UNE-Appendix Subloop. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Attachment UNE Appendix Subloop and Attachment Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Appendix Subloop shall control).
- 2.2 The term "conditioning" as used herein shall refer to the removal by SBC KANSAS of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by CLEC at the conditioning rates set forth in the Appendix Pricing, Schedule of Prices of this Agreement ("Pricing Schedule") and Appendix

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<sup>1</sup> The inclusion of the provisions above with asterisks in this Attachment xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Attachment xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Attachment xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

RABT-MMP, and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 Intentionally left blank
- 2.5 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.6 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.
- 2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.7 of this Attachment. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement.
- 2.9\* "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop).
- 2.10\* "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.11\* "Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between SBC KANSAS' Technician, its Local Operations Center ("LOC"), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 2.12 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop between the SBC KANSAS Main Distribution Frame ("MDF") and the terminal location serving an End User. Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length.

### **3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS**

- 3.1 SBC KANSAS is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.
- 3.2 SBC KANSAS will not impose limitations on the transmission speeds of xDSL services. SBC KANSAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC KANSAS.
- 3.3 SBC KANSAS will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SBC KANSAS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless it has demonstrated to the Commission that CLEC's deployment of the specific loop

technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SBC KANSAS will provide CLEC with notice prior to seeking relief from the Commission under this Section.

- 3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere CLEC will provide documentation describing that action to SBC KANSAS and the Commission before or at the time of its request to deploy that technology in KANSAS. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.
- 3.7 Liability
  - 3.7.1 Notwithstanding any other provision in this Attachment, SBC KANSAS and CLEC each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on SBC KANSAS facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.
  - 3.7.2 For any technology, CLEC's use of any SBC KANSAS network element, or of its own equipment or facilities in conjunction with any SBC KANSAS network element, will not materially interfere with or impair service over any facilities of SBC KANSAS, its affiliated companies or connecting and concurring carriers involved in SBC KANSAS services, cause damage to SBC KANSAS' plant, impair the privacy of any communications carried over SBC KANSAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC KANSAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SBC KANSAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If SBC KANSAS does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SBC KANSAS must be supported with specific and verifiable supporting information.
- 3.8 Indemnification
  - 3.8.1 Covered Claim: Notwithstanding any other provision in this Attachment, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.
  - 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims.
  - 3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to

Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

- 3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.
- 3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

#### **4.0 UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS**

##### **4.1 xDSL-Capable Loops and Subloops**

- 4.1.1 **2-Wire xDSL Loop:** A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.
- 4.1.2 **IDSL Loop:** An IDSL Loop for purposes of this Section is a 2-Wire IDSL digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement.) This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. SBC KANSAS has advised CLEC, through the Accessible Letter or alternative process, which SBC KANSAS central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which SBC KANSAS has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.
- 4.1.3 **4-Wire xDSL Loop:** A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridge tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 **4-Wire Digital Loop:** See Attachment 6: UNE.
- 4.1.5 **xDSL Subloop:** An xDSL Subloop for purposes of this Attachment is as defined above in Section 2.1.2. The 2-wire or 4-wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing subloop is

optional, subject to conditioning charges and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.

- 4.2 SBC KANSAS shall be under no obligation to provision xDSL-capable Loops or Subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6 below.
- 4.3 CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, CLEC should at the time of ordering notify SBC KANSAS as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SBC KANSAS. Upon request by CLEC, SBC KANSAS should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC KANSAS will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC KANSAS with a technical description of the technology (including power mask) for the inventory purposes. SBC KANSAS will keep such information confidential and will take all measures to ensure that CLEC's xDSL Loop/xDSL Subloop Local Service Request (LSR), its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of SBC KANSAS' retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.
- 4.4 In the event that SBC KANSAS rejects a request by CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC KANSAS will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. SBC KANSAS will also file the reason for rejection with the Kansas Corporation Commission in Project No. 21696. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SBC KANSAS will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 4.5 SBC KANSAS will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
  - 4.5.1 Upon request by CLEC, SBC KANSAS will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
  - 4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC KANSAS will provide a loop or subloop to support the new technology for CLEC as follows:
    - 4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Attachment], then SBC KANSAS will provide with the xDSL loop or subloop at the same rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). SBC KANSAS' ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology.

- 4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.
- 4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Kansas Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.
- 4.7 If SBC KANSAS or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC KANSAS or that other carrier that is claiming degradation is occurring must notify CLEC and CLEC must cooperate with SBC KANSAS or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC KANSAS or another carrier demonstrates to the Commission that CLEC's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.8 Each party must abide by Commission or FCC-approved spectrum management standards. SBC KANSAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.
- 4.9 SBC KANSAS shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

## **5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING**

- 5.1 General: SBC KANSAS will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops and Subloops. CLEC will be given nondiscriminatory access to the same loop makeup information that SBC KANSAS is providing any other CLEC and/or SBC KANSAS or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC KANSAS to SBC KANSAS' service representatives and/or SBC KANSAS' internal engineers and/or by SBC KANSAS' advanced services affiliate to provision its own retail xDSL service.
- 5.2 In connection with xDSL Loop and xDSL Subloops, SBC KANSAS shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.
- 5.3 Loop Qualification: SBC KANSAS will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as SBC KANSAS' retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in SBC KANSAS' electronic databases. If a CLEC elects to have SBC KANSAS provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to SBC KANSAS' advanced services affiliate, whichever is less.
- 5.4 Loop makeup data is expected by the Parties to include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SBC KANSAS also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where SBC KANSAS has not compiled Loop Makeup Information for itself, SBC KANSAS is not required to conduct a plant inventory and construct a database on behalf of CLEC. If SBC KANSAS has manual access to this sort of information for itself, or any affiliate, SBC KANSAS will provide access to it to CLEC on a non-discriminatory basis. To the extent SBC KANSAS has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SBC KANSAS will provide electronic access to its existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.

## **6.0 PROVISIONING/REQUESTING CONDITIONING AS PART OF CLEC'S ORDER**

6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning (i.e., the removal of excessive bridged tap, load coils and/or repeaters) SBC KANSAS is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. Alternatively, CLEC may choose to order a loop or subloop "as is" in which case, the terms and conditions set out in optional Appendix YZP shall apply.

6.2 With respect to any CLEC request for loop conditioning to remove bridged tap on a loop or subloop under this Attachment, the following will apply:

6.2.1 SBC KANSAS will remove any excessive bridged tap on the loop or subloop so that the loop or subloop is conditioned to meet applicable industry standards. For loops that are less than a distance of 12,000 feet in Actual Loop Length between the SBC KANSAS Central Office and the end user customer's premises SBC KANSAS shall condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap, load coils and/or repeaters at no charge to CLEC.

6.2.2 If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC KANSAS shall condition the loop as requested to produce a "clean loop" at the rates set out in the Pricing Schedule. If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Subloop or xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC KANSAS shall condition the xDSL Loop or xDSL Subloop as requested to produce a "clean xDSL Loop or xDSL Subloop" at the rates set out in the Pricing Schedule. A request to remove all or non-excessive bridged tap for xDSL Loops and xDSL Subloops is subject to the time frames for completion and the notification requirements regarding impossibility of removal that are set out in Appendix RABT-MMP, Section 3.3.

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6.4 The provisioning and installation interval for xDSL Loops, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to SBC KANSAS' tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL Loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC KANSAS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per End-User location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed to by the Parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. Upon completion of the Subloop Access Arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the intervals set forth above for xDSL Loops.

6.5 Subsequent to CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL Loop or



xDSL Sub-loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. After an order has been completed, CLEC may request the removal of all or non-excessive bridged tap, load coils and repeaters via a trouble ticket; the process, procedures and rates set out in Appendix RABT-MMP shall apply in addition to any applicable rates in this Attachment. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

- 6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

## **7.0\* ACCEPTANCE TESTING**

- 7.1\* Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop or xDSL subloop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 7.2\* Acceptance Testing Procedure:
- 7.2.1\* Upon delivery of a loop or subloop to CLEC, SBC KANSAS' field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.
- 7.2.1.1\* Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC KANSAS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 7.2.1.2\* For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC KANSAS field technician will not perform a short or open circuit.
- 7.2.2\* If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide SBC KANSAS with a confirmation number and SBC KANSAS will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.
- 7.2.3\* If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the SBC KANSAS technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC KANSAS will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SBC KANSAS with a confirmation number and SBC KANSAS will complete the order. If SBC KANSAS determines loop continuity parameters are met, SBC KANSAS may close the order. SBC KANSAS will not complete an order that fails Acceptance Testing.
- 7.2.4\* Until such time as CLEC and SBC KANSAS agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops or subloops without testing the complete circuit. Consequently, SBC KANSAS agrees that should CLEC open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of SBC KANSAS), SBC KANSAS will adjust CLEC's bill and refund the recurring charge of such a loop until SBC KANSAS has resolved the problem and closed the trouble ticket.
- 7.2.5\* SBC KANSAS will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will, assume acceptance of the loop or subloop by CLEC when CLEC places the SBC KANSAS LOC or field technician on hold for over ten (10) minutes. In that case, SBC KANSAS may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop or subloop within 24 hours, SBC KANSAS may bill and CLEC shall pay as if the Acceptance

Test had been completed and the loop or subloop accepted. If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from SBC KANSAS error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SBC KANSAS will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by SBC KANSAS to not meet loop continuity test parameters as defined herein, SBC KANSAS will not charge for any acceptance testing performed on the repair call.

- 7.2.6\* If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be SBC KANSAS' error, SBC KANSAS will credit CLEC for any charge(s) previously assessed to CLEC for the test.
- 7.2.7\* Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SBC KANSAS to expend additional time and expense.
- 7.3\* Acceptance Testing Billing
- 7.3.1\* CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by SBC KANSAS due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC KANSAS technician time involved, pursuant to the FCC tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates referenced shall be deemed to be automatically revised and updated in the event that the referenced tariff rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time as provided for in such tariff.

## **8.0\* COOPERATIVE TESTING**

- 8.1\* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium time tariffed charges referenced above.
- 8.2 Intentionally left blank.
- 8.3\* Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.
- 8.4\* If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

## **8.5\* COOPERATIVE TESTING PROCEDURE**

- 8.5.1\* The SBC KANSAS field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.
- 8.5.2\* If the loop or subloop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.
- 8.5.3\* If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Attachment for xDSL capable loops or

subloops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

- 8.5.4\* SBC KANSAS will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC KANSAS may then close the trouble ticket, document the time and reason, and may bill CLEC, and CLEC shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.

## **9.0 SERVICE QUALITY AND MAINTENANCE**

- 9.1 Intentionally left blank.

- 9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where CLEC has requested that no conditioning be performed, SBC KANSAS' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC KANSAS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

- 9.3 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by SBC KANSAS to resolve the trouble ticket, SBC KANSAS, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop or subloop currently in service and SBC KANSAS determines that an LST can be performed, the appropriate SBC KANSAS Local Operations Center ("LOC") will contact CLEC to inform it that an LST will be performed in lieu of CLEC's requested conditioning. In such cases where SBC KANSAS elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule, but shall not be obligated to pay any maintenance or trip charges for SBC KANSAS' technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC KANSAS network-related problem, CLEC will not be charged the LST rate or for SBC KANSAS' resolution of the trouble. If, however, the trouble is found to be a CPE or a non-SBC KANSAS network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in FCC Tariff No. 73, Section 13.4.4 will apply in addition to the LST charge. If an LST is performed, SBC KANSAS shall work diligently to minimize end-user customer service outage.

- 9.4 Each xDSL-Capable Loop or Subloop offering provided by SBC KANSAS to CLEC will be at least equal in quality and performance as that which SBC KANSAS provides to itself or to an affiliate.

## **10.0 SPECTRUM MANAGEMENT**

- 10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. § 51.231-233, as such rules may be modified from time to time. CLEC will advise SBC KANSAS of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to SBC KANSAS, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, CLEC will notify SBC KANSAS as to the type of PSD mask CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, CLEC will notify SBC KANSAS as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

- 10.2 SBC KANSAS shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SBC KANSAS may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS

services to the exclusion of other xDSL technologies. SBC KANSAS may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SBC KANSAS will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SBC KANSAS will not deny requests for loops or subloops based on spectrum management issues.

- 10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SBC KANSAS, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops or subloops based on agreed-to performance characteristics. SBC KANSAS will assign the local loop or subloop consistent with the agreed-to spectrum management standards.
- 10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SBC KANSAS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.5 In such case, SBC KANSAS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC KANSAS, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC KANSAS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC KANSAS will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SBC KANSAS and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SBC KANSAS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

## **11.0 PRICING**

- 11.1 The rates for xDSL Loops, xDSL Subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard xDSL cross-connects – shielded and for Loop Qualification – Mechanized are set forth in the Appendix Pricing, Schedule of Prices of the Agreement. The Parties further understand and agree that nothing in this Attachment or Agreement shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement
- 11.2 SBC KANSAS will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When CLEC orders an xDSL Loop or xDSL Subloop, SBC KANSAS will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. SBC KANSAS' retail and/or advanced services affiliate shall not be given preferential access to

"clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

- 11.3 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL Loop and xDSL Subloop as to a loop that is 12,000 feet in Actual Loop Length or greater for which CLEC requests the removal of excessive bridged tap, load coils, and/or repeaters and the RABT-MMP Appendix for removal of non-excessive bridged tap.

## **12.0 RESERVATION OF RIGHTS/INTERVENING LAW**

- 12.1 The Parties acknowledge and agree that the intervening law language set forth in Section 23 of the General Terms and Conditions of this Agreement shall apply to all of the rates, terms and conditions set forth in this Attachment, in addition to all of the other rates, terms and conditions set forth in this Agreement, including any other Attachments/Appendices to such Agreement.

## **APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS**

### **Appendix to Attachment 25 xDSL**

#### **1.0 INTRODUCTION**

- 1.1 This Appendix to Attachment 25 sets forth the terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process for xDSL Loops and xDSL Subloops where CLEC requests such removal after its order for an xDSL Loop or xDSL Subloop has been completed. This process is available to CLEC as an alternative to SBC KANSAS' existing ordering processes but applies only to completed loops.

#### **2.0 DEFINITIONS**

- 2.1 **"Minimum qualifications"** as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.
- 2.2 **"No Sync situation"** as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.3 **"Removal of All or Non-Excessive Bridged Tap"** as used herein means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request in connection with CLEC's xDSL Loop or xDSL Subloop.

#### **3.0 REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING**

- 3.1 CLEC may request Removal of All or Non-Excessive Bridged Tap by either (1) ordering an xDSL Loop or xDSL Subloop and requesting such removal on its original service order or (2) generating a trouble ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) after the service order for an xDSL Loop or xDSL Subloop has completed and specifying the type of bridged tap conditioning requested on the trouble ticket. If CLEC selects option (1) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in Attachment 25 xDSL. If CLEC selects option (2) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in the following sections of this Appendix. Irrespective of whether CLEC selects option (1) or option (2), the limitations set forth in Section 3.3 shall apply.
- 3.2 Upon CLEC's request, the LOC will investigate and will address any SBC KANSAS non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC KANSAS does not guarantee the synchronization of any loop.
- 3.3 Except as otherwise provided below, in response to CLEC's request for removal of All or Non-Excessive Bridged Tap, either in its original order or in a trouble ticket, SBC KANSAS will offer CLEC a zero plus five (0 + 5) business day interval, subject to Sections 3.3.1 and 3.3.2 below.
- 3.3.1 In those instances where SBC KANSAS determines it is not possible to remove All or Non-Excessive Bridged Tap, e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, SBC KANSAS has no obligation to perform the requested conditioning.
- 3.3.2 In those instances where SBC KANSAS determines that it can Remove All or Non-Excessive Bridged Tap but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not

apply, but instead, in such situations, SBC KANSAS will respond to CLEC's request for Removal of All or Non-Excessive Bridged Tap for xDSL Loops and xDSL Subloops in parity with the repair intervals SBC KANSAS provides to its advanced services affiliate(s) in Kansas.

- 3.3.3 SBC KANSAS will advise CLEC as soon as possible when SBC KANSAS is unable to remove All or Non-Excessive Bridged Tap or is unable to meet the zero plus five (0 + 5) business day interval.
- 3.4 If Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on a trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for SBC KANSAS to condition the loop as requested.
- 3.5 CLEC shall pay the appropriate conditioning charges for Removal of All or Non-Excessive Bridged Tap as set out in the Pricing Schedule set out in this Appendix.

#### **4.0 TESTING**

- 4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and xDSL Subloops, as applicable, set out in Attachment 25 of this Agreement.
- 4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to SBC KANSAS interferor information on the loop or subloop at the time of opening the trouble ticket. For best results, CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

#### **5.0 MAINTENANCE/SERVICE ASSURANCE**

- 5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by SBC KANSAS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed and CLEC shall pay the Maintenance Service Charge on a Time and Material basis in accordance with Section 7 of Attachment 25 - xDSL.
- 5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:
  - 5.2.1 By calling the LOC and opening a manual ticket with its specific conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
  - 5.2.2 By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

- 1. When Excessive Bridged Tap is present on the loop, the removal of All Bridged Tap.
- 2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
- 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC KANSAS LOC. Vendor meet procedures can be found in SBC KANSAS' CLEC On-Line Handbook.
- 4. It is CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC KANSAS e.g., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information.
- 5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s) will be performed pursuant to the existing rates, terms and conditions for xDSL Loops and Subloops provided for in Attachment 25 of this Agreement.

- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:
- 5.3.1 if the trouble ticket is opened for a loop that is 12,000 feet or greater in Actual Loop Length, SBC KANSAS will use that designation and the initiation of the trouble ticket by CLEC as approval for loop conditioning and the loop will be conditioned by SBC KANSAS. CLEC will then be billed and shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement upon the completion of the requested conditioning by SBC KANSAS.
- 5.3.2 if the trouble ticket is opened for a loop that is less than 12, 000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC KANSAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement, for any conditioning performed by SBC KANSAS at CLEC's request.
- 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC KANSAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

## **6.0 PRICING**

- 6.1 The rates that SBC KANSAS shall charge and CLEC shall pay for the Removal of All or Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix.



## Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

KANSAS		SBC KANSAS RECURRING	SBC KANSAS NON-REC	
		Monthly		
	Removal of All Bridged Tap			
	DSL Loops - >12KFT and < 17.5KFT			
	Removal of All Bridged Tap	N/A	\$936.67	N/A
	Removal of Non-Excessive Bridged Tap			
	DSL loops - >0KFT and < 17.5KFT			
	Removal of Non-Excessive Bridged Tap	N/A	\$552.22	N/A
	Removal of All Bridged Tap > 17.5KFT			
	DSL Loops - > 17.5KFT - per element			
	Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$552.22	N/A
	Removal of Non-Excessive Bridged Tap > 17.5KFT			
	DSL Loops - >17.5KFT - per element			
	Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$552.22	N/A

For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$552.22. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, non-recurring rate of \$552.22 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 552.22).

For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$936.67 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

## **APPENDIX YELLOW ZONE ORDERING PROCESS ("YZP")**

### **Optional Appendix to Attachment 25 xDSL**

#### **1.0 \*INTRODUCTION<sup>1</sup>**

- 1.1 \*This Appendix sets forth terms and conditions for the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Capable Loops. This process is made available to CLEC as a voluntary offer as an alternative to SBC KANSAS' existing ordering processes.
- 1.2 \*Except as otherwise provided herein, the rates terms and conditions of CLEC's Agreement pertaining to xDSL loops and xDSL Subloops (such as related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.

#### **2.0 \*DEFINITIONS**

- 2.1 \*A "No Sync" situation after the completion of a YZP service order is defined by a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

#### **3.0 \*YZP OFFERING**

- 3.1 \*CLEC will order eligible xDSL Loops and xDSL Subloops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for xDSL Loops and xDSL Subloops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Loops and xDSL Subloops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC must choose one of two options:
  - \*OPTION 1: Generate a trouble ticket with Local Operations Center (LOC), and identify it either as a straight 'No Sync' type YZP ticket, OR as a YZP related conditioning trouble ticket. The LOC will resolve the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridge taps, etc). On YZP related Trouble Tickets, a zero plus five (0 + 5) business day interval will be offered after the line has been determined to need conditioning.
  - \*On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the CLEC opening a trouble ticket, as authorization from CLEC for SBC KANSAS to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Agreement.
  - \*OPTION 2: Cancel the Order by issuing an LSR to Disconnect the circuit.
- 3.2 \*YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC KANSAS is not the retail service provider.
- 3.3 \*The CLEC will provide SBC KANSAS with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, then the YZP process will not be applicable.

<sup>1</sup> The inclusion of the provisions noted above with asterisks in this Appendix YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

- 3.4 \*The YZP process only applies to xDSL Loop and xDSL Subloop where the loop length is between 0 and 17.5 Kft.
- 3.5 \*The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket, when a "No Sync" situation is detected by CLEC.

#### **4.0 \*TESTING**

- 4.1 \*Acceptance Testing (for xDSL Loops and xDSL Subloops orders) – CLEC, when using YZP for provisioning xDSL loops CANNOT request Acceptance Testing with such orders.
- 4.2 \*Cooperative Testing - For xDSL Loops and xDSL Subloops, CLEC has the option of requesting a Cooperative Test, pursuant to the rates, terms and conditions of the Agreement, at the time they are opening the YZP trouble Ticket.
- 4.3 \*ALL YZP order related initial Trouble Tickets (TTs) opened by CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters. (see Maintenance/Service Assurance Sections 5.8, 5.8.4 and 5.9 for more detail.)

#### **5.0 \*MAINTENANCE/SERVICE ASSURANCE**

- 5.1 \*SBC KANSAS will provide resolution of CLEC-referred YZP trouble tickets for the xDSL Loops and xDSL Subloops in parity with repair intervals SBC KANSAS provides to its advanced services affiliates.
- 5.2 \*Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by SBC KANSAS to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, SBC KANSAS will charge CLEC on a Time and Materials basis, per the applicable tariffed rates referenced in Section 7.3.1 of Attachment 25: xDSL.
- 5.3 \*CLECs can open a YZP related Trouble Ticket by the following methods:
  - 5.3.1 \*Calling the Local Operations Center and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether this trouble ticket is a conditioning trouble ticket or not.
  - 5.3.2 \*Opening an electronic bonding ticket - If the trouble ticket is opened by an electronic bonding ticket, CLEC needs to place that this is a YZP related trouble ticket in the remarks field.
  - 5.3.3 \*The identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately. Potential non-conditioning causes for Physical fault will be checked. However, if the ticket is not opened as a possible conditioning ticket, the LOC will handle the tickets per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the LOC will notify CLEC to conduct the Sync test. If it does not sync, CLEC will have to open another trouble ticket to address any conditioning required.
- 5.4 \*When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a 5 business day interval will be given. Trouble ticket status will be provided as follows:
  - 5.4.1 \*If the trouble ticket is opened electronically (via ToolBar), as a straight 'No Sync' type YZP ticket, an electronic status will be available after 24 hours. If it is determined by SBC KANSAS that the trouble is conditioning related, the straight 'No Sync' trouble ticket will be converted to a YZP conditioning ticket.
  - 5.4.2 \*If the trouble ticket is opened with a live call to the SBC KANSAS LOC (whether as a straight 'No Sync' ticket or as a 'Conditioning' Requested ticket) there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure.

- 5.4.3 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate-conditioning charges upon the completion of the conditioning.
- 5.4.4 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC KANSAS, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate conditioning charges upon the completion of the conditioning.
- 5.4.5 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by SBC, CLEC will be contacted and provided with status after the conditioning work is completed. If the loop is conditioned outside of Industry Standard/ ANSI parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will then be billed the appropriate conditioning charges as set out in the Appendix regarding the Removal of All or Non-Excessive Bridged Tap Using the Yellow Zone Ordering Process.
- 5.4.6 \*If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it is later determined by SBC KANSAS to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, rules 5.4.4 or 5.4.5 as stated above will apply, depending on the loop length. A 0 + 5 day interval will be offered to complete the conditioning of the loop.
- 5.5 \*In all cases, the SBC KANSAS LOC will notify CLEC as soon as the trouble is resolved, whether it is conditioning related or not.
- 5.6 \*Escalations for YZP trouble tickets will follow the existing procedures, as there are no YZP specific escalation procedures in SBC KANSAS.
- 5.7 \*Intentionally left blank.
- 5.8 \*With permanent YZP, ALL YZP order related initial Trouble Tickets (TTs) opened by the CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence of the following:
  - 5.8.1 \*The number and location of Load Coils
  - 5.8.2 \*The number and location of Repeaters, if any
  - 5.8.3 \*The number of sections of Bridged Tap, and their lengths and locations.
  - 5.8.4 \*SBC KANSAS will not specify to any CLECs the type of test equipment or the specific tests to use for determining the presence of disturbers– the YZP participating CLEC will determine their own test requirements and capabilities such as Sunrise test sets, or through a remote monitoring capability like Hykeman, and using tests such as Time Domain Reflexometric (TDR) and Spectrum Analysis. In order to resolve the trouble quickly and efficiently, SBC KANSAS requires valid and dependable data on the number, length and location of interferors on the loop.
- 5.9 \*There will be a flat rated Maintenance Service Charge to CLEC associated with any YZP related trouble ticket dispatch, if no trouble is found (NTF) in SBC KANSAS' portion of the network. This charge will also apply when loop specific interferor information is provided to SBC KANSAS but is found to be incorrect upon subsequent investigation during the trouble ticket resolution process. If a retrip is involved with a YZP Trouble ticket (based on CLEC input of loop not working properly after initial trouble resolution), and a NTF in SBC KANSAS' network is determined, this maintenance charge will apply as well. If the need for a vendor meet is established, and if CLEC technician is not equipped properly at the vendor meet site, CLEC will be liable for the trip/dispatch charge. The amount of the penalty will be governed by the applicable commission ordered tariff rate referenced in Section 7.3.1 of Attachment 25: xDSL.

**6.0 \*TERMINATION**

6.1 \*Either Party may terminate this Appendix upon 180 days written notice to the other Party.

**NOTE:** It is SBC's position that all of the provisions set forth in this Attachment (noted above with asterisks) are voluntary, non-251(b) or (c) provisions/offers that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC disputes any attempt by the CLEC Coalition to submit any issues associated with this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act. Without waiving said objection, SBC has shown in this Appendix the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the CLEC Coalition inappropriately attempts to raise any disputes associated with this voluntary Appendix to the Commission for arbitration and the Commission does not appropriately dismiss these issues as to SBC's voluntary YZP offering from any Section 252 arbitration proceeding between the Parties. In addition, SBC does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterisks (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC that the provisions are subject to negotiation and/or arbitration under Sections 251/252 of the Act.

Deleted: \*

## **APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("YZP")**

### **Optional Appendix to Attachment 25: xDSL**

#### **1.0 \*INTRODUCTION<sup>1</sup>**

- 1.1 \*This Appendix to Attachment 25: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap using the Yellow Zone Process (YZP), for xDSL Loops and xDSL Subloops. This optional process is made available to CLECs as an alternative to SBC KANSAS' existing ordering processes.
- 1.2 \*Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL loops and xDSL Subloops shall remain unchanged and in full force and effect.

#### **2.0 \*DEFINITIONS**

- 2.1 \*A "No Sync" situation after the completion of a YZP service order means that a CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.
- 2.2 \*A loop meeting "minimum qualifications" means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.
- 2.3 \*Removal of All or Non-Excessive Bridged Tap means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request, in connection with CLEC's xDSL Loop or xDSL Subloop.

#### **3.0 \*REMOVAL OF ALL AND NON-EXCESSIVE BRIDGED TAP YZP OFFERING**

- 3.1 \*To be eligible for the Removal of All or Non-Excessive Bridged Tap using YZP, a CLEC must have a signed and approved Optional YZP Appendix in addition to this Appendix for the Removal of All or Non-Excessive Bridged Tap Using YZP. Pursuant to the terms of the Optional YZP Appendix, CLEC has to have ordered an xDSL loop on the original service order, using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All Local Service Requests (LSRs) for an xDSL Loop or x-DSL Subloop submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Capable Loops and Subloops. After the service order has completed, CLEC must generate a Trouble Ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) as a 'No Sync' type YZP-related conditioning Trouble Ticket. Based on CLEC's own testing, CLEC must specify the type of bridged tap conditioning being requested on the Trouble Ticket. Upon CLEC's request the LOC will investigate and will address any non-conditioning related reasons for any No Sync situation, and/or condition the facility as needed following the process listed in the YZP Attachment and the process outlined in this Appendix for the Removal of All or Non-Excessive Bridged Tap Using the YZP process, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC KANSAS does not guarantee the synchronization of any loop.
- 3.2 \*Except as otherwise provided below, in response to a CLEC's YZP trouble ticket for the Removal of All or Non-Excessive Bridged Tap, SBC KANSAS will offer CLEC a zero plus five (0 + 5) business day interval; provided, however, in those instances where SBC KANSAS determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Appendix, (in those situations in which: (i) municipalities will not grant rights of way to

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<sup>1</sup> The inclusion of the provisions noted with asterisks in this Appendix RABT-YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix RABT-YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix RABT-YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events actions or circumstances exist or arise that are outside the sole control of SBC KANSAS. SBC KANSAS has no obligation to perform the requested conditioning under this Appendix; and, in those instances where SBC KANSAS determines that it can Remove All or Non-Excessive Bridged Tap under this Appendix, but cannot meet the zero plus five (0 + 5) business day interval, (in those situations: (i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, i the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC KANSAS will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Loops and xDSL Subloops in parity with repair intervals SBC KANSAS provides to its advanced services affiliates. SBC KANSAS will advise CLEC as soon as possible when SBC KANSAS is unable to Remove All or Non-Excessive Bridged Tap under this Appendix or is unable to meet the zero plus five (0 + 5) business day interval.

- 3.3 \*If the Removal of All or Non-Excessive Bridged Tap has been requested by CLEC on a Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for SBC KANSAS to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by SBC KANSAS pursuant to the Removal of All or Non-Excessive Bridged Tap set out in the Pricing Schedule attached hereto and incorporated herein by this reference.
- 3.4 \*The Removal of All or Non-Excessive Bridged Tap using YZP applies only to xDSL Loops and xDSL Subloops.
- 3.5 \*The initial YZP service order must have closed prior to the opening of the YZP Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Appendix.

#### **4.0 \*TESTING**

- 4.1 \*All testing requests after the completion of the service order will follow the testing guidelines and procedures outlined in the CLEC's YZP Attachment.
- 4.2 \*CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap related initial Trouble Tickets by obtaining and providing to SBC KANSAS interferor information on the loop at the time of opening the Trouble Ticket. For best results, CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following:
  - 4.2.1 \*The number and location of Load Coils; and
  - 4.2.2 \*The number and location of Repeaters, if any; and
  - 4.2.3 \*The number of sections of Bridged Tap, and their lengths and locations.

#### **5.0 \*MAINTENANCE/SERVICE ASSURANCE**

- 5.1 \*Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must determine that the problem is not CLEC-related.
- 5.1.1 \*If a YZP for the Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by SBC KANSAS that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and SBC KANSAS will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, per applicable tariffed rates contained in sections 13.4.2 and 13.4.4 of the FCC Tariff No. 73. If, in response to a trouble ticket, SBC KANSAS advises CLEC that the CLECs requested conditioning is not available because no such bridged tap was on the loop, and CLEC dispatches a second time and finds upon its second dispatch that all or non-excessive bridged tap is on the loop, CLEC will so advise SBC KANSAS for concurrence. In any such case where the Parties find that all or non-excessive bridged tap was on the loop, SBC KANSAS will credit CLEC for the tariffed time and material charges billed CLEC in connection with the initial trouble ticket (closed out as 'No Trouble Found') and will pay CLEC the tariffed time and material charges for CLEC's second dispatch to the customer premises.

- 5.2 \*CLECs may open a YZP-related Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap by the following two methods:
- 5.2.1 \*Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- 5.2.2 \*Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC needs to specify that it is a YZP Trouble Ticket with specific conditioning requests in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."
- \*Both methods require the following:
1. \*If Excessive Bridged Tap is present on the loop, CLEC may request:
    - a. \*Removal of Excessive Bridged Tap; or
    - b. \*Removal of All Bridged Tap.
  2. \*If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
  3. \*Once All the Bridged Tap has been removed any future trouble tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in SBC's CLEC On-Line Handbook.
  4. \*It is CLEC's obligation to document on the Trouble Ticket the type of conditioning it is requesting be performed by SBC KANSAS i.e., Removal of All or Non-Excessive bridged tap. If the bridged tap conditioning request does not specify the Removal of All or Non-Excessive Bridged Tap conditioning on the YZP Trouble Ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
  5. \*If a manual trouble ticket is opened by calling the LOC, the CLEC technician should identify that the original order was YZP related and whether this Trouble Ticket is a Removal of All or Non-Excessive Bridged Tap conditioning Trouble Ticket, and specify the type of bridged tap conditioning needed.
  6. \*Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing terms and conditions set forth in Attachment 25: xDSL of this Agreement.
- 5.3 \*Except as otherwise provided for herein, when a YZP Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridge Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 \*if the trouble ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the Trouble Ticket by CLEC as approval for line conditioning and the loop will be conditioned by SBC KANSAS. CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges set forth on the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges upon the completion of the requested conditioning by SBC KANSAS.
- 5.3.2 \*if a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (SBC KANSAS is requested to remove bridged tap less than 2.5Kft in length), SBC KANSAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule to this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement for any conditioning performed by SBC KANSAS at CLEC's request.
- 5.3.3 \*In the case of Sections 5.3.1 or 5.3.2 the SBC KANSAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.



- 5.4 \*Escalations for YZP Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

## 6.0 PRICING

- 6.1 The interim rates that SBC KANSAS shall charge and CLEC shall pay for the Removal of All or Non Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Schedule, the Parties understand and agree that the Interim RABT Rates set forth in the Pricing are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the state Commission ("Non-Interim RABT Rates"). Upon the effective date of a Commission Order establishing Non-Interim RABT Rates, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Notice") to the other Party that it wishes to obtain the Non-Interim RABT Rates to replace and supersede the Interim RABT Rate(s) counterpart(s) in this Agreement. Following such RABT Notice by either Party, SBC KANSAS will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with the Non-Interim RABT counterparts as to the rates specified in the RABT Notice(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those Non-Interim RABT Rates that are replacing the Interim RABT Rate counterparts, and shall submit such amendment to the Commission for approval; and (ii) SBC KANSAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the Non-Interim RABT Rates established by the Commission with the Interim RABT Rates in this Agreement for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Notice more than ninety (90) days after the effective date of any Commission order, then the Non-Interim RABT Rates will be deemed effective between the Parties as of the date the amendment incorporating such Non-Interim RABT Rate(s) into the Agreement is effective between the Parties (following 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. Further, the Party shall be foreclosed from any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment. Notwithstanding anything to the contrary in this Schedule or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up as to the Interim RABT Rates back to the date that the MFN Provisions become effective between SBC KANSAS 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 ("MFN Effective Date")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

**\*NOTE:** It is SBC's position that all of the provisions set forth in this Attachment (noted above with asterisks) are voluntary, non-251(b) or (c) provisions/offers that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC disputes any attempt by the CLEC Coalition to submit any issues associated with this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act. Without waiving said objection, SBC has shown in this Appendix the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the CLEC Coalition inappropriately attempts to raise any disputes associated with this voluntary Appendix to the Commission for arbitration and the Commission does not appropriately dismiss these issues as to SBC's voluntary YZP (and RABT-YZP) offering from any Section 252 arbitration proceeding between the Parties. In addition, SBC does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterisks (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act

and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC that the provisions are subject to negotiation and/or arbitration under Sections 251/252 of the Act.

KANSAS		SBC KANSAS RECURRING		SBC KANSAS NON-REC.	
		Monthly			
	Removal of All Bridged Tap				
	DSL Loops - >12KFT and < 17.5KFT				
	Removal of All Bridged Tap	N/A		\$936.67	N/A
	Removal of Non-Excessive Bridged Tap				
	DSL loops - >0KFT and < 17.5KFT				
	Removal of Non-Excessive Bridged Tap	N/A		\$552.22	N/A
	Removal of All Bridged Tap > 17.5KFT				
	DSL Loops - > 17.5KFT - per element				
	Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$552.22	N/A
	Removal of Non-Excessive Bridged Tap > 17.5KFT				
	DSL Loops - >17.5KFT - per element				
	Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$552.22	N/A

- (1) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$552.22. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, non-recurring rate of \$552.22 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 552.22).
- (2) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$936.67 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

## **ATTACHMENT 27: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

### **1.0 INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Kansas-specific agreement, SBC's OSS is based upon a 13 state platform. In order to access OSS for transactions in other SBC states, CLEC must have OSS terms and conditions in such state.
- 1.2 SBC KANSAS (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Oklahoma, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2.1 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.2.2 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Oklahoma, Missouri, Nevada, Kansas, and Texas.
- 1.2.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.2.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.2.5 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.2.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Oklahoma, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.2.7 **SBC KANSAS** - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.
- 1.3 SBC KANSAS has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

### **2.0 DEFINITIONS**

- 2.1 "LSC" means (i) the Local Service Center (LSC) for SBC KANSAS.
- 2.2 "LOC" means (i) the Local Operations Center (LOC) for SBC KANSAS.
- 2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC KANSAS.

- 2.4 **"Service Bureau Provider (SBP)"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC KANSAS' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

### 3.0 GENERAL CONDITIONS

- 3.1 Resale and Section 251(c)(3) Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC KANSAS shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 When SBC KANSAS introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC KANSAS believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC KANSAS shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
- 3.3 When SBC KANSAS retires interfaces in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
- 3.4.1 CLEC agrees to utilize SBC KANSAS' electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through SBC KANSAS. In addition, CLEC agrees that such use will comply with SBC KANSAS' Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC KANSAS against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of SBC KANSAS' OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC KANSAS for any and all damages caused by such unauthorized entry.
- 3.5 Within SBC KANSAS, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user.
- 3.5.1 CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law.
- 3.5.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC KANSAS harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an end user.
- 3.6 Intentionally left blank
- 3.7 In the event SBC KANSAS has good cause to believe that CLEC has used SBC KANSAS' OSS in a way that conflicts with this Agreement or Applicable Law, SBC KANSAS shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC KANSAS' Notice of Misuse, which shall be provided to

SBC KANSAS within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC KANSAS' allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement. In the event CLEC disagrees with SBC KANSAS' allegation of misuse, either Party may invoke Dispute Resolution per 3.8 below.

- 3.8 Section 13 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC KANSAS' security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC KANSAS' OSS shall be governed by Section 7.0 of the General Terms and Conditions of the Agreement.
- 3.9 In the event CLEC does not agree that CLEC's use of SBC KANSAS' OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC KANSAS, then the Parties agree to the following steps:
  - 3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has remedied the misuse in a manner acceptable to both Parties.
  - 3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement. Such efforts shall begin as soon as CLEC has received the Notice of Misuse and shall continue until the issue has been resolved or Dispute Resolution has been invoked by either Party.
- 3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, SBC KANSAS shall have the right to conduct an audit of CLEC's use of the SBC KANSAS OSS. Upon notice and good cause shown, SBC KANSAS shall have the right to conduct an audit of CLEC's use of the SBC KANSAS OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC KANSAS OSS is justified under the circumstances that exist at the time SBC KANSAS elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC 13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC KANSAS shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC KANSAS' Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC KANSAS with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC KANSAS' expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC KANSAS agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC KANSAS, or any SBC affiliate.
- 3.11 When Resale Service and Section 251(c)(3) UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC KANSAS and CLEC will use manual processes. Should SBC KANSAS develop electronic interfaces for these functions for itself, SBC KANSAS will make electronic access available to CLEC.
- 3.12 The Information Services (I.S.) Call Center for the SBC KANSAS region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.13 SBC KANSAS will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

- 3.14 SBC KANSAS shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC KANSAS shall list the business days and hours for each call center in SBC-13STATE's CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, & MCPSC: Monday through Friday, excluding Holidays,  
8:00 AM to 5:00 PM (in each applicable time zone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

SBC KANSAS shall ensure adequate coverage in its service centers during these minimum hours.

- 3.15 The Parties will follow the final adopted guidelines of "SBC's Change Management Process", in accordance with the Change Management principles. Those guidelines, or a successor, as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.
- 3.16 SBC KANSAS will continue to maintain the editing capabilities of SBC KANSAS' LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 3.17 Intentionally left blank
- 3.18 Due to enhancements and on-going development of access to SBC KANSAS' OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC KANSAS shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.19 CLEC is responsible for obtaining operating system software and hardware to access SBC KANSAS' OSS functions as specified in Sections 8 and 9 of this Attachment.

#### **4.0 PREORDER INTERFACES & FUNCTIONALITY**

- 4.1 SBC KANSAS will provide real time access to pre-order functions to support CLEC ordering of Resale services and Section 251(c)(3) UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC KANSAS ordering requirements.
- 4.2 Pre-Ordering functions for Resale Services and UNEs include:
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides SBC KANSAS with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides SBC KANSAS Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to SBC KANSAS retail or resold CPNI and account information for pre-ordering will include: billing ~~name~~, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

#### 4.2.3 Telephone Number Inquiry

SBC KANSAS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

#### 4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the end user (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

#### 4.2.5 Address Validation Inquiry

SBC KANSAS provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

#### 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC KANSAS provides pre-order loop qualification information specific to Section 251(c)(3) UNE DSL capable and Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

#### 4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC KANSAS provides CLLI code inquiry function.

#### 4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC KANSAS provides a CFA inquiry function.

#### 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC KANSAS provides a NC/NCI inquiry function.

#### 4.4 Electronic Access to Pre-Order Functions

##### 4.4.1 Resale and lawful UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC KANSAS to provide the pre-ordering functions listed in Section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC KANSAS. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which SBC KANSAS provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and Section 251(c)(3) UNE. DataGate follows industry guidelines, but is based on SBC KANSAS' proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC KANSAS provides CLEC access to the functions of pre-ordering to order SBC KANSAS consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC KANSAS provides CLEC access to the functions of pre-ordering to order SBC KANSAS business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC KANSAS Resale service.

##### 4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.



- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC KANSAS will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI -- Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)  
Feature/Service Availability by Switch  
Directory Names  
Class of Service Codes  
USOC (Universal Service Order Codes)  
Community Names  
Yellow Page Headings  
PIC/LPIC (InterLATA/IntraLATA)

## **5.0 ORDERING/PROVISIONING**

- 5.1 SBC KANSAS provides access to ordering functions to support CLEC provisioning of Resale services and Section 251(c)(3) UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC KANSAS to provision in accordance with applicable SBC KANSAS LSOR ordering requirements. SBC KANSAS will provide CLEC access to one or more of the following systems or interfaces:
- 5.2 Service Order Request System Availability
- 5.2.1 SBC KANSAS makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC KANSAS' Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and SBC KANSAS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC KANSAS' Resale Service and Section 251(c)(3) UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 Web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 C-EASE is available in SBC KANSAS for the ordering of consumer Resale services.
- 5.2.4 B-EASE is available in SBC KANSAS for the ordering of business Resale services.
- 5.2.5 SORD interface provides CLECs in SBC KANSAS with the ability to create Resale and Section 251(c)(3) UNE orders as well as certain complex Resale and Section 251(c)(3) UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (Web LEX).
- 5.2.5.1 SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC KANSAS OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see Section 5.3.3.

5.2.6 In ordering and provisioning Section 251(c)(3) Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC KANSAS will utilize industry ASR guidelines developed by OBF based upon SBC KANSAS ordering requirements.

5.3 Additional Terms for Provisioning

SBC KANSAS will provision Resale services and Section 251(c)(3) UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in SBC KANSAS pending orders can be viewed in SORD.

5.3.2 When CLEC places an electronic order using SBC KANSAS' LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.2.6 above, SBC KANSAS will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the SBC KANSAS confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, SBC KANSAS will provide CLEC with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, SBC KANSAS will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the SBC LSOR.

Post to Bill Notification is sent to CLEC for each complete LSR/PON after all serve orders associated with the request post to billing. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the SBC LSOR.

5.3.3 As detailed in Section 5.2.5, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 If CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3, service orders on which errors occur will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements.

5.3.3.4 Intentionally left blank

**6.0 MAINTENANCE/REPAIR**

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Electronic Bonding for Trouble Administration Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC KANSAS. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC KANSAS will exchange requests over a mutually agreeable X.25-based network.

## 7.0 BILLING MEDIA AND INTERFACES

- 7.1 SBC KANSAS will bill CLEC for Resold services and UNEs. SBC KANSAS will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC KANSAS will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as selected by CLEC. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
  - 7.2.1 CLEC may receive a mechanized bill format via the EDI 811 transaction set.
  - 7.2.2 For Resale Services in SBC KANSAS, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC's Local Exchange Tariff.
  - 7.2.3 For Resale Services in SBC KANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.
  - 7.2.4 Intentionally left blank
  - 7.2.5 CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
  - 7.2.6 SBC KANSAS will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for Section 251(c)(3) UNE will also be available via the following interfaces:
  - 7.3.1 SBC KANSAS makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
  - 7.3.2 In SBC KANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.
  - 7.3.3 CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
  - 7.3.4 CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's end users, utilizing SBC KANSAS ports, change their Competitive Local Exchange Carrier.

## 8.0 REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For **SBC SOUTHWEST REGION 5-STATE**, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the SBC **CONNECTICUT** region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection

to the SBC KANSAS LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC OSS via the public internet.

- 8.3 CLEC shall use TCP/IP to access SBC KANSAS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC KANSAS, SBC-2STATE, SBC MIDWEST REGION 5-STATE, or SBC CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## **9.0 DATA CONNECTION SECURITY REQUIREMENTS**

- 9.1 CLEC agrees that interconnection of CLEC data facilities with SBC KANSAS data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 Joint Security Requirements
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC KANSAS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC KANSAS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC KANSAS, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC KANSAS will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC KANSAS, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies
- 9.5.1 Each party shall utilize OSS resources for approved business purposes only.
- 9.5.2 Intentionally left blank
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification
  - 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
  - 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
  - 9.6.3 User ids will be revalidated by CLEC on a regular basis.
- 9.7 User Authentication
  - 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
  - 9.7.2 Passwords must not be stored in script files.
  - 9.7.3 Passwords must be entered by the user.
  - 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
  - 9.7.5 Systems will require users to change their passwords regularly.
  - 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
  - 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control
  - 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
  - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization
  - 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.
- 9.10 Software and Data Integrity
  - 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
  - 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 Monitoring and Audit
- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:
- "This is a (SBC KANSAS or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*
- 9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## **10.0 OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES**

- 10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). SBC KANSAS will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Section 251(c)(3) unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.
- 10.2 Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

## **11.0 OSS TRAINING COURSES**

- 11.1 Prior to initial live system usage, CLEC must complete user education classes for SBC KANSAS provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC KANSAS and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers

may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 11.3 Class dates will be based upon SBC KANSAS availability and will be coordinated among CLEC, the CLEC's SBC KANSAS Account Manager, and SBC KANSAS Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date, and such cancellation results in the cancellation or rescheduling of such class(es). CLEC agrees to provide to SBC KANSAS completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC KANSAS' OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6.0 of the General Terms and Conditions.

## **12.0 OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY**

- 12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. SBC KANSAS is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude SBC KANSAS from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided however, SBC KANSAS may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only.

## **13.0 MISCELLANEOUS CHARGES**

- 13.1 For SBC KANSAS region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.5 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For SBC KANSAS, CLEC requesting the Local Disconnect Report, as described in 7.2.6 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 Should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC KANSAS on an Individual Case Basis (ICB) and priced as such.

## **14.0 SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS**

- 14.1 SBC KANSAS shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC KANSAS' OSS via a Service Bureau Provider as follows:
  - 14.2.1 CLEC shall be permitted to access SBC KANSAS application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC KANSAS to allow Service Bureau Provider to establish access to and use of SBC KANSAS' OSS.
  - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.



- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC KANSAS shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC KANSAS shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 SBC KANSAS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC KANSAS' control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC KANSAS' OSS) which could not be avoided by SBC KANSAS through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell )  
Telephone, L.P. for Approval of )  
Interconnection Agreement Under the ) Docket No. \_\_\_\_\_  
Telecommunications Act of 1996 With )  
Xspedius Communications, LLC )

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

Before me, the Undersigned Authority, on the 7<sup>th</sup> day of September, 2005, personally appeared Michael Scott of Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") who, upon being by me duly sworn on oath depose and said the following:

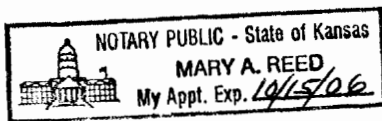
1. My name is Michael Scott. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Issues for SBC, and I have knowledge concerning the Interconnection Agreement ("the Agreement") between SBC and Xspedius Communications, LLC on behalf of SBC. I have personal knowledge of the provisions of the Agreement. The parties conducted diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on September 7, 2005.
2. The Interconnection Agreement, together with the attachments incorporated therein are an integrated package and are the result of negotiation.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.
4. The implementation of this Agreement is consistent with the public interest, convenience and necessity. The Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The Agreement allows diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

5. This Agreement does not discriminate against any telecommunications carrier. The Agreement is available to any similarly situated provider in negotiating a similar agreement.
6. The negotiated and executed Agreement is consistent with Kansas law.

*Michael Scott*

Michael Scott

Subscribed and sworn to before me this 7<sup>th</sup> day of September, 2005.



*Mary A. Reed*  
Notary Public

My Commission Expires: *October 15, 2006*