

ATTACHMENT HFPL ORDERING ON PENDING VOICE ACCOUNTS Optional Attachment to Appendix DSL

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for the ordering and move of the high frequency portion of a loop (HFPL), in conjunction with the move of the SBC Retail End User's voice service, by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 In order to take advantage of this Attachment CLEC must currently have an effective DSL Appendix with appropriate rates, terms, and conditions for ordering the xDSL loops.
- 1.3 SBC-12STATE agrees to provide CLEC with the ability to order HFPL on pending Voice Accounts as a voluntary offer under the terms of this Attachment. This Attachment is offered as an optional attachment to CLEC's Interconnection Agreement as a matter of convenience, but this Attachment is a voluntary offering that is not mandated by the Act, is not being offered pursuant to sections 251 and 252 of the Act, and is not subject to the arbitration process of section 252 of the Act.

2. DEFINITIONS

- 2.1 For purposes of this Attachment, "HFPL" is defined as the frequency above the voice band on a copper loop that is being used to carry analog voice service.
- 2.2 SBC-12STATE is defined as the SBC-owned regional operating companies located in the states of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 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 Technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.5 A "non-standard xDSL-based technology" is a technology that is not presumed acceptable for deployment pursuant to the definition in Section 2.4 of this Attachment. .
- 2.6 "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).
- 2.7 "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 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."
- 2.8 The term "Splitter," as used in this Attachment, is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network.
- 2.9 Digital Subscriber Line Access Multiplexer" (DSLAM) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

2.10 "End User" is the consumer that is being provided voice service by SBC's retail unit and data service by the CLEC.

3. HFPL ORDERING ON PENDING VOICE ACCOUNTS OFFERING

- 3.1 CLEC, upon ratification of this attachment, will be afforded the opportunity to order eligible HFPL for End Users after the End User has submitted an order to move their voice service location.
- 3.2 SBC-12STATE existing provisioning intervals as stated in CLECs DSL Appendix shall apply.
- 3.3 CLEC will submit the standard LSR that would disconnect the service at the current address and reconnect at the End User's new address. All LSRs submitted for HFPL will be required to be processed using an Act. "T", upon rollout of this process. (February 2002 – SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA, March 2002 – SBC MIDWEST REGION 5-STATE). The order will then manually be coordinated with the end users pending move of the voice account.
- 3.4 This Attachment to the DSL appendix applies only to the HFPL product.
- 3.5 The CLEC will continue to provide SBC-12STATE with all appropriate information required for the HFPL product.
- 3.6 SBC-12STATE requires that the End User's voice order and the HFPL orders both have the same due date and that due date is not shorter than the standard applicable due date interval for HFPL, including loops requiring conditioning. HFPL orders where conditioning is required will need to be sent to SBC-12STATE by CLEC ten (10) business days prior to the expected due date.
- 3.7 In the event the end user requests a due date change, the CLEC must send a supplemental LSR to the Local Service Center (LSC) changing the appropriate information to match the End User's voice order. These supplemental LSRs must also maintain the standard due date interval for HFPL.
- 3.8 This process is not available in instances where the end user requests dual service on the voice account.

4. PRICING SCHEDULE

4.1 This voluntary process will be available to CLECs at the following Non-Recurring rates per LSR.

State	NRC
AR	\$33.73
CA	\$29.33
IL	\$28.54
IN	\$24.38
KS	\$31.74
MI	\$24.03
MO	\$33.60
NV	\$27.21
OH	\$28.35
OK	\$34.23
TX	\$32.63
WI	\$26.16

5. RESERVATION OF RIGHTS

5.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and

vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC issued a press release in connection with the adoption of its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCAS w/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available F&T Solution for HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth in this Amendment, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be invalidated, modified or stayed upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement associated with any such invalidation, modification or stay. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

6. TERMINATION

6.1 Either party may terminate this Attachment upon 30 day written notice to the other party.

7. EFFECTIVE DATE

7.1 The Parties shall effectuate all the terms and conditions of this Agreement ten (10) business days after both Parties' final authorizing signatures have been affixed.