

Alexander Affidavit – Attachment C

Comparison of Ameritech Oh2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Oh2A Provision	T2A Provision
Combinations for Business Customers	<p>2.2.5.1 If the FCC or the Commission determines after this Amendment is executed by the Parties or has determined before this Amendment is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. Ameritech will provide 60 days' notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Commission has made such a determination. Ameritech will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by Ameritech. A market price set by Ameritech pursuant to this paragraph will not be subject to review, approval or disapproval by the Commission.</p>	<p>14.3.1 If the FCC or the Texas Public Utility Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Texas Public Utility Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. A market price set by SWBT pursuant to this paragraph will not be subject to review, approval or disapproval by the TPUC.</p>
Combinations for Business Customers	<p>2.2.5.2 If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would</p>	<p>14.3.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Texas Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the</p>

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Combinations for Business Customers	have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply, but will be subject to true-up back to the end of the two year period described above in 2.2.5 at the request of either party and subject to the approval of the Commission.	TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.
Secured Frame Option—Business Customers	<p>2.2.5.3</p> <p>In those Ameritech central offices where there are four (4) or more CLECs collocated for which Ameritech has provided UNEs, Ameritech may elect to not combine UNEs that are not already combined in that central office, <i>i.e.</i>, “new” combinations as defined in section 2.2.1.1. In that event, Ameritech will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office that CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, Ameritech will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, Ameritech will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, Ameritech will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, Ameritech will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.</p>	<p>14.3.3</p> <p>In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, <i>i.e.</i>, “new” combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SWBT will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, SWBT will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.</p>
Secured Frame Option—Business Customers	<p>2.2.5.3.1</p> <p>When a CLEC orders elements for combining at the secured frame or cabinet, Ameritech will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements</p>	<p>14.3.3.1</p> <p>When a CLEC orders elements for combining at the secured frame or cabinet, SWBT will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements</p>

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Secured Frame Option—Business Customers	themselves under this Amendment (<i>e.g.</i> , for a loop and port combination, Ameritech will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet).	themselves under this agreement (<i>e.g.</i> , for a loop and port combination, SWBT will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet). SWBT may not collect a Central Office Access Charge when CLEC combines elements at the frame or cabinet under this section.
UNE Combinations	2.2.5.4 Ameritech may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.	14.3.4 SWBT may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.
UNE Combinations for Residential Customers	2.2.6.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, <i>i.e.</i> , a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, Ameritech shall not increase the total price of the platform by more than twenty (20) percent each year.	14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, <i>i.e.</i> , a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, SWBT shall not increase the total price of the platform by more than twenty (20) percent each year.
UNE Combinations for Residential Customers	2.2.6.2 If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of	14.4.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices

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UNE Combinations for Residential Customers	<p>the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply but will be subject to true-up back to the end of the three year period described in 2.2.6 above at the request of either party and subject to the approval of the Commission.</p>	<p>within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Texas Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.</p>
EEL	<p>2.3.1 Ameritech will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, multiplexing and other options, as available, and applicable Service Order Charges. Ameritech will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. Ameritech will also cross-connect unbundled 4-wire digital loops (DS1 loops) to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.</p>	<p>14.7.1 SWBT will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SWBT will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SWBT central offices) for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.</p>

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EEL	<p>2.3.2 The unbundled dedicated transport facility will extend from CLEC customer's Ameritech serving wire center to CLEC's collocation cage in a different Ameritech central office in the same LATA. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide Ameritech with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in the Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in the Agreement.</p>	<p>14.7.2 The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 7 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 8 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 7, Section 1.4.</p>

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Secured Frame Option—EEL	<p>2.3.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 2.3.1 and 2.3.5 regarding Ameritech-combined EELs do not apply to the combinations assembled by CLECs under this subsection 2.3.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days' of receipt of CLEC's forecast for a given central office, Ameritech will construct, at cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be an additional charge to the CLEC for Ameritech extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, Ameritech will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by Ameritech, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are</p>	<p>14.7.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast for a given central office, SWBT will construct, at no additional cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the CLEC for SWBT extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, SWBT will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SWBT, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the</p>

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Secured Frame Option—EEL	<p>complete within the period described above, Ameritech will remove its temporary connections. If CLEC fails to notify Ameritech that it has placed its connections on the secured frame during that period, Ameritech will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date Ameritech began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, Ameritech will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by Ameritech will be removed as described above. If a CLEC is located at an external cross connect cabinet because Ameritech ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.</p> <p>Ameritech will not disclose the forecasts provided for in this section to any persons other than Ameritech employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by Ameritech of these forecasts for marketing or business strategic purposes, is prohibited.</p>	<p>period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.</p> <p>If CLEC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, CLEC will pay SWBT the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, <i>i.e.</i>, the capacity that would have been used if CLEC had achieved 50% of its forecast and which was not in fact used by other carriers.</p> <p>SWBT will not disclose the forecasts provided for in this section to any persons other than SWBT employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SWBT of these forecasts for marketing or business strategic purposes, is prohibited.</p>

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EEL	<p>2.3.3.1 Ameritech and CLECs shall jointly establish, within 30 days from the approval of this Amendment, a detailed procedure for combining 4 wire digital loops (e.g., DS1 loops) to dedicated transport facilities (e.g., DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.</p>	<p>14.7.3.1 SWBT and CLECs shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (e.g., DS1 loops) to dedicated transport facilities (e.g., DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.</p>
EEL	<p>2.3.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended loop in this Amendment that are already connected at the time of the CLEC order (e.g., the elements are in an existing equivalent configuration), Ameritech will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 2.2.5 and other applicable provisions of this Amendment, including subsection 2.3.5 below. For the reconfiguration of qualifying special access arrangements to combined UNEs, Ameritech will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charges consistent with the terms and conditions in the Pricing Appendix for the Reconfiguration of Special Access to UNE Combinations.</p>	<p>14.7.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the CLEC order (e.g., the elements are in an existing equivalent configuration), SWBT will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SWBT will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.</p>
UNE-P	<p>2.2.1.1 Ameritech will, except as provided elsewhere in this Section 2.2, provide combinations of network elements to CLEC consistent with Ameritech's obligations in this Amendment at the applicable charges set forth in this Amendment and Pricing Appendix-Combinations. For pre-existing or already assembled Combinations, where no work is required by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, Ameritech will apply the non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Amendment as "pre-existing" or "already assembled" Combinations and include all orders included within the definition of "Contiguous Interconnection of</p>	<p>14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, sections 6.12 and 6.12.1. For new UNE combinations that are not within the above-referenced</p>

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UNE-P	<p>Network Elements" in sections 2.2.1.2 and 2.2.1.3, below.</p> <p>For new assemblies of UNE combinations that are not within the above-referenced definition of "Contiguous Interconnection of Network Elements" and that require manual work by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges and service order charges will apply as specified in the Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Agreement as "new" or "newly assembled" combinations. There are three New UNE-P combinations offered under this Amendment. CLECs may request that Ameritech combine the following unbundled loop and port combinations in conjunction with shared transport for the New UNE-P:</p> <ul style="list-style-type: none"> - 2-Wire Basic Analog Loop combined with Basic Line Port - 2-Wire 160 kbps (ISDN-BRI) Digital Loop combined with ISDN Direct Port - 4-Wire Digital Loop combined with Digital Trunk Port. 	<p>definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.</p>
UNE-P	<p>2.2.1.2 When CLEC orders Unbundled Network Elements or Combinations that are pre-existing or already assembled, interconnected or functional, such Elements and Combinations will remain interconnected or functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, if applicable. These will be known as Contiguous Interconnection of Network Elements. The charge for such pre-existing Combination shall be the sum of the recurring charges applicable to the elements included in the Combination, and the applicable service order and non-recurring charges as specified in this Amendment and the Pricing Appendix-Combinations.</p>	<p>6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2. SWBT agrees to interpret this provision in conformance with the Commission's decision in Premiere Network Services, Inc. proceeding, PUC Docket No. 19879. SWBT reserves its right to appeal the Premiere order but will comply with it absent a stay or reversal.</p>

Comparison of Ameritech Oh2A Key Provisions with Texas T2A (Combinations of Network Elements)

Topic	Oh2A Provision	T2A Provision
UNE-P	<p>2.2.1.3 “Contiguous Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the Ameritech Unbundled Network Elements required either (1) to convert an Ameritech end-user customer, another CLEC pre-existing UNE-P end-user customer, or a CLEC resale end-user customer to a pre-existing UNE-P, or (2) to activate a pre-existing combination of Unbundled Network Elements to provision a UNE-P for such requesting CLEC (a) without any change in features or functionality that was being provided by Ameritech (or by CLEC on a resale basis) at the time of the order, or (b) with only the change needed to route the customer’s operator service and directory assistance (“OS/DA”) calls to the CLEC OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature, <i>e.g.</i>, call waiting, and/or (d) with only work or changes needed to activate the pre-existing combination of Unbundled Network Elements to provision a UNE-P. (This 2.2.1.3(b) section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant Ameritech local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the Ameritech local switch. Ameritech will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve Ameritech end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.</p>	<p>6.12.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, <i>e.g.</i>, call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.</p>