

## RECIPROCAL COMPENSATION

## TABLE CONTENTS

1	INTRODUCTION .....	3
2	TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION .....	3
3	RESPONSIBILITIES OF THE PARTIES .....	6
4	COMPENSATION .....	6
5	INTENTIONALLY OMITTED.....	10
6	MCA TRAFFIC.....	10
7	TRANSIT TRAFFIC COMPENSATION .....	11
8	INTENTIONALLY OMITTED.....	11
9	COMPENSATION FOR TERMINATION OF INTRALATA TOLL TRAFFIC .....	11
10	INTRALATA 800 TRAFFIC .....	11
11	MEET POINT BILLING (MPB) SPECIAL AND SWITCHED ACCESS TRAFFIC COMPENSATION 12	
12	INTENTIONALLY OMITTED .....	13
13	BILLING ARRANGEMENTS FOR COMPENSATION OF SECTION 251(B)(5) TRAFFIC.....	13
14	BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL .....	14
15	INTENTIONALLY OMITTED .....	14
16	IP-PSTN TRAFFIC INTENTIONALLY OMITTED .....	14
17	SPECIFIC CHANGE OF LAW .....	14
18.	VOICE OVER INTERNET PROTOCOL (VOIP).....	14

## 1 INTRODUCTION

This Appendix sets forth terms and conditions for Intercarrier Compensation between AT&T MISSOURI and MCIIm.

- 1.1 The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through July 31, 2011) unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.
- 1.2 Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

## 2 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 The Telecommunications traffic exchanged between MCIIm and AT&T MISSOURI will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, intraLATA Toll Traffic, interLATA Toll Traffic, or Transit Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing wholesale Local Switching, to the extent that MCIIm's End Users are served by such wholesale Local Switching purchased from AT&T MISSOURI; they do not apply to traffic originated over facilities provided under local Resale arrangements.
- 2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIIm may assess AT&T MISSOURI for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T MISSOURI may assess MCIIm for the transport and termination of Local Traffic.
- 2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:

- (i) both physically located in the same AT&T MISSOURI Local Exchange Area as defined in the AT&T MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
  - (ii) both physically located within neighboring AT&T MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.
- 2.3.1 In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between MCI and AT&T MISSOURI in which the originating End User of one Party and the terminating ISP of the other Party are:
  - (i) both physically located in the same AT&T MISSOURI Local Exchange Area as defined by AT&T MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
  - (ii) both physically located within neighboring AT&T MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 2.3.2 AT&T MISSOURI has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order and such traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 4.8 of this Appendix.
- 2.4 When traffic is either originated by or terminated to an End User served by a Telecommunications Carrier utilizing wholesale Local Switching, to the extent that MCI's End Users are served by such wholesale Local Switching purchased from AT&T MISSOURI the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.
- 2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.
- 2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith,

are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.

2.7 For purposes of this Appendix, FX Traffic shall be defined as traffic for which the dialed NPX/NXX is rated in a different mandatory local calling area than the actual location of the End User.

2.8 Foreign Exchange (FX) Traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep.

2.9 Segregating And Tracking FX Traffic

2.9.1 For AT&T MISSOURI, the terminating carrier is responsible for separately identifying FX Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

2.9.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T MISSOURI where such traffic is subject to a Bill and Keep arrangement.

2.10 To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be FX Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the originating carrier's Switched Access Tariff.

2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.2) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not apply including, but not limited, to ISP calls that fit the definitions of the following traffic:

- FX Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic

2.11.1 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that Section 4 does not apply. The applicable rates, terms and conditions for FX Traffic, 8YY and IntraLATA Toll Traffic are set forth in this Appendix.

2.12 Intentionally Omitted.

- 2.13 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.14 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

### 3 RESPONSIBILITIES OF THE PARTIES

- 3.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the respective parties involved.
- 3.2 For all traffic exchange pursuant to this Agreement including, without limitation, Switched Access Traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.3 For traffic which is delivered by one party to be terminated on the other Party's network in AT&T MISSOURI, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic.
- 3.4 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
- 3.5 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.6 Loss of Data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

### 4 COMPENSATION

- 4.1 Intentionally Omitted.

4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate

4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the rebuttable presumption stated below.

4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.

4.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic.

4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.3 of this Appendix.

4.2.5 Applicability of Rates:

4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth below. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.

4.2.5.2 Tandem Serving Rate Elements:

4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.

4.2.5.2.2 Tandem Transport – (also known as Common Transport) compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

4.2.5.2.3 MCI shall assume an average 15 miles of transport when accessing this element.

4.2.5.2.4 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.

4.2.5.3 End Office Serving Rate Elements:

4.2.5.3.3 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.

4.3 Intentionally Omitted.

4.4 Tandem Interconnection Rate Application

4.4.1 For MCI traffic that terminates to AT&T MISSOURI, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T MISSOURI traffic that terminates to MCI, the tandem interconnection rate shall apply only when MCI's switch is serving a specific LATA that has been determined to have the same or greater geographic scope as a similarly-situated AT&T Tandem Switch serving the same LATA. Where MCI has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T MISSOURI's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), MCI shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 4.2.5.3 above.

4.4.2 For purposes of this Section 4.4, a switch actually serves a geographic area comparable to the area served by AT&T MISSOURI's tandem when:

- (i) a CLEC deploys a switch to serve [this] area;
- (ii) a CLEC has obtained NPA and NXXs to serve the exchanges within this area;  
and
- (iii) a CLEC can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

4.4.3 If a CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

4.4.4 Based on the specific architecture of the MCI network and the geographic area served by the MCI network, the Parties agree that MCI's switch meets the criteria set forth in 4.4.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from an MCI End User that terminates to an AT&T MISSOURI End User as follows:

- (i) Seventy percent (70%) of AT&T MISSOURI's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to MCI's End Users shall be compensated at the end office switching rate as set forth in Appendix Pricing.
- (ii) Thirty percent (30%) of AT&T MISSOURI's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to MCI's End Users shall be compensated at a tandem blended rate calculated as follows:

[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]



- 4.4.4.1 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 4.2.5.2 above.
- 4.4.5 Should disputes arise regarding whether a CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an AT&T MISSOURI tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if a CLEC demonstrates that its switch is actually serving a geographic area comparable to the AT&T MISSOURI's tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.
- 4.5 Intentionally Omitted.
- 4.6 Intentionally Omitted
- 4.7 Intentionally Omitted.
- 4.8 Intentionally Omitted.
- 4.9 ISP-bound Traffic Rebuttable Presumption
  - 4.9.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCI and AT&T MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCI and AT&T MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, MCI and AT&T MISSOURI will remain obligated to pay the reciprocal compensation rates set forth in Section 4.2.5 for Section 251(b)(5) Traffic and the rates set forth in Section 4.2.2 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 4.10 Calculation of the 3:1 Ratio
  - 4.10.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. For such Billable Traffic exchanged between the Parties which do not exceed a 3:1 terminating to originating ratio as set forth in Section 4.8 above, such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other Party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4.2.5

for Section 251(b)(5) Traffic. For such Billable Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 4.8 above, such traffic shall be defined as "Out-of-Balance" traffic. The Party whose traffic is "Out-of-Balance" will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing; and (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth in Appendix Pricing.

4.11 Intercarrier Compensation for Wholesale Local Switching Traffic

4.11.1 When MCIIm terminates traffic to an End User of a third party carrier served via AT&T MISSOURI's wholesale Local Switching, MCIIm agrees to bill that third party carrier directly for any applicable intercarrier compensation; provided, however, that AT&T MISSOURI shall still be obligated to provide MCIIm with all call records necessary to bill such calls as described herein and in Appendix Recording. AT&T MISSOURI shall assist MCIIm in good faith where possible in identifying the originating carrier.

4.11.2 For Intra-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between AT&T MISSOURI and MCIIm when MCIIm purchases wholesale local switching from AT&T MISSOURI on a wholesale basis such traffic is not subject to terminating compensation.

4.11.3 For Inter-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between AT&T MISSOURI and MCIIm when MCIIm purchases wholesale local switching from AT&T MISSOURI on a wholesale basis such traffic is subject to the end office switching rate element set forth in Appendix Pricing and as specified in Section 4.2.5.3.3 for Section 251 (b)(5) Traffic, excluding ISP Bound Traffic and ISP Bound Traffic on a minute of use basis at the rate set forth in Appendix Pricing as specified in Section 4.2.2.

4.11.4 Intentionally Omitted.

5 INTENTIONALLY OMITTED

6 MCA TRAFFIC

6.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

6.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called Party's local service provider. The Parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the Party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

6.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the Party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

6.2 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.

6.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

## 7 TRANSIT TRAFFIC COMPENSATION

7.1 The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.

## 8 INTENTIONALLY OMITTED

## 9 COMPENSATION FOR TERMINATION OF INTRALATA TOLL TRAFFIC

9.1 For intrastate, IntraLATA toll traffic, not considered EAS traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T MISSOURI's tariff in whose exchange area the End User is located.

9.2 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in AT&T MISSOURI's tariff in whose exchange area the End User is located. Tandem switching rates apply only in those cases where a Party's tandem is used to terminate traffic.

## 10 INTRALATA 800 TRAFFIC

10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, AT&T MISSOURI will not record the intraLATA 800 Traffic.

10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating

Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

- 10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11 MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intentionally Omitted.
- 11.2 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Traffic via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 11.4 Billing for the Switched Access Traffic jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.
- 11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.
- 11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross

reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 11.9 Intentionally Omitted.
- 11.10 AT&T MISSOURI and MCIIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 11.11 Intentionally Omitted.
- 11.12 Intentionally Omitted.
- 12 INTENTIONALLY OMITTED
- 13 BILLING ARRANGEMENTS FOR COMPENSATION OF SECTION 251(b)(5) TRAFFIC
  - 13.1 In MISSOURI, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
  - 13.2 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T MISSOURI will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an AT&T MISSOURI non-resale offering whereby AT&T MISSOURI provides the end office switching on wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
  - 13.3 In AT&T MISSOURI where it has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 4.8 of this Appendix.
  - 13.4 All ISP-Bound Traffic for a given usage month shall have the same billing cycle as Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
  - 13.5 If either Party pursues dispute resolution under the applicable provisions set forth in the General Terms and Conditions of this Agreement, on any portion of an amount due to a Party (the "Billing Party") arising from Intercarrier Compensation charges, such disputed amounts will remain unpaid by the Party billed (the "Non-Paying Party") and are not subject to interest during the pendency of such Intercarrier Compensation dispute.

- 13.6 For lost data see section 3.6 above.
- 14 BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL
- 14.1 Since AT&T MISSOURI is not the primary toll carrier in AT&T MISSOURI, for AT&T MISSOURI carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.
- 15 INTENTIONALLY OMITTED
- 16 IP-PSTN TRAFFIC
- 16.1 Anything to the contrary in this Agreement notwithstanding, any traffic originated by an end user of either Party in Internet Protocol format that subsequently undergoes a net protocol change, as defined by the FCC, prior to its termination to an end user of another Party ("IP-PSTN Traffic") shall be treated as 251(b)(5)/ISP-bound local traffic for compensation purposes and shall be compensated at the rates for such 251(b)(5)/ISP-bound local traffic set forth in this Agreement or any amendment to this Agreement.
- 17 SPECIFIC CHANGE OF LAW
- 17.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 2.3 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement.
18. VOICE OVER INTERNET PROTOCOL (VOIP)
- 18.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the contractual limitations and stake dates set forth in Appendix Invoicing shall only apply to those services expressly identified in the Invoicing Appendix and in no event shall such limits and stake dates apply to any and all Losses incurred by either Party arising out or related directly or indirectly to (i) any and all interexchange traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol that is not delivered to the terminating Party over feature group D access trunks (ii) any and all information services traffic or traffic either Party claims is Voice over Internet Protocol ("VoIP"), (iii) any and all traffic delivered to the terminating Party in which the CPN has been stripped, altered, modified, added, deleted, changed, or incorrectly assigned, and (iv) any and all third party claims, (v) claims for fraud and/or misrepresentation, and (vi) (v) any claims for indemnification related to the traffic described in subsections (i) through (v). For purposes of this Appendix Invoicing, CPN, at a minimum, shall include information that accurately reflects the physical location of the end user that originated and/or dialed the call.

## RECORDING

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS .....	3
3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS .....	4
4. DAILY USAGE FILE ("DUF") / CUSTOMER USAGE DATA .....	6



## 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MISSOURI will provide recording, message processing and message detail services for (1) IXC transported calls for UNE and facility-base providers and (2) local calls associated with MCI's end user customer use of resale or Lawful UNE.

## 2. DEFINITIONS

- 2.1 Exchange Message Interface (EMI) Category 110XXX - 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).
- 2.2 "Assembly and Editing" - the aggregation of recorded end user customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills for charges incurred.
- 2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T MISSOURI and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by AT&T MISSOURI of message detail and/or access usage record detail in EMI format over data lines or a mutually agreed-upon medium to the CLEC. Consistent with current practice, Category 01 records must be transmitted via the CMDS host.
- 2.7 Intentionally Omitted.
- 2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 "Interexchange Carrier (IXC) Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 Intentionally Omitted.
- 2.11 "Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or 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 message detail and access usage records are consistent with CMDS specifications.

- 2.12 Intentionally Omitted
- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record 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 MCIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T MISSOURI's internal network or national CMD5.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage a mutually agreed upon medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an AT&T MISSOURI SCP.

### 3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

- 3.1 AT&T MISSOURI will record all IXC transported messages for MCIm carried over all Feature Group Switched Access Services that are available to AT&T MISSOURI provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T MISSOURI-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T MISSOURI.
- 3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T MISSOURI and provided to MCIm. AT&T MISSOURI shall include the "From Number" of the call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. AT&T MISSOURI will provide access usage data within a timely manner and within the MECAB guidelines, but no later than ten (10) business days.
- 3.3 Recorded billable message detail and access usage detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.
- 3.4 AT&T MISSOURI will provide message detail to MCIm in data files, via data lines (normally a File Transfer Protocol), to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.
- 3.5 For AT&T MISSOURI, MCIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T MISSOURI reserves the right to limit the frequency of transmission to existing

AT&T MISSOURI processing and work schedules, holidays, etc. For AT&T MISSOURI, data transmissions are performed on a daily basis, Monday – Friday.

- 3.6 AT&T MISSOURI will determine the number data files required to provide the access usage detail to MCIm.
- 3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIm may request that data, which has previously been successfully provided to MCIm by AT&T MISSOURI, be re-provided by AT&T MISSOURI, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of AT&T MISSOURI will only be made available to MCIm on an individual case basis at a cost determined by AT&T MISSOURI.
- 3.8 Intentionally Omitted.
- 3.9 AT&T MISSOURI will record the applicable detail necessary to generate access usage records and forward them to MCIm for its use in billing access to the IXC.
- 3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMI standards.
- 3.11 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 the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 3.12 If, despite timely notification by the non-Recording Company, message 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 message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties. In such events, the Recording Company's liability shall 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 message detail.
- 3.13 Intentionally Omitted.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.

- 3.16 Intentionally Omitted.
- 3.17 AT&T MISSOURI as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for EMI Category 110XXX ordered/required by MCIm in accordance with this agreement on a reciprocal, no-charge basis. MCIm agrees to provide any and all EMI Category 110XXX required by AT&T MISSOURI 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.
- 3.18 When MCIm is the Recording Company, MCIm agrees to provide its recorded billable messages detail and access usage detail data to AT&T MISSOURI under the same terms and conditions of this Appendix.

#### 4. DAILY USAGE FILE ("DUF") / CUSTOMER USAGE DATA

- 4.1 AT&T MISSOURI will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). AT&T MISSOURI will provide MCIm with all originating and terminating call records for all UNE-P on end user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T MISSOURI in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of AT&T MISSOURI within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by AT&T MISSOURI in connection with Resale Services and Network Elements provided by AT&T MISSOURI, (iii) with sufficient detail to enable MCIm to bill AT&T MISSOURI the appropriate access charges for the termination of AT&T MISSOURI end user toll traffic to MCIm's UNE-P end user customer. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T MISSOURI will be included in implementation requirements documentation.
- 4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to AT&T MISSOURI, no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 4.3 Call detail for AT&T MISSOURI-carried calls that are alternately billed to MCIm end user customers lines provided by AT&T MISSOURI through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.
- 4.4 AT&T MISSOURI shall bill MCIm for Usage Extract furnished by AT&T MISSOURI in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as "Electronic Bill Information" in Appendix Pricing. Pricing for UNE DUF Exchange is listed as "Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.

- 4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to AT&T MISSOURI for billing, which would otherwise be processed by AT&T MISSOURI for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when AT&T MISSOURI records the message.
- 4.6 Intentionally Omitted.
- 4.7 Intentionally Omitted.
- 4.8 When AT&T MISSOURI is notified that, due to error or omission, incomplete data has been provided to MCIm, AT&T MISSOURI will make reasonable efforts to locate and/or recover the data and provide it to MCIm 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 MCIm. If written notification is not received within sixty (60) calendar days, AT&T MISSOURI shall have no further obligation to recover the data and shall have no further liability to MCIm.
  - 4.8.1 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of AT&T MISSOURI having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T MISSOURI will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 4.9 Intentionally Omitted.
- 4.10 Intentionally Omitted.
- 4.11 Intentionally Omitted.
- 4.12 Intentionally Omitted.
- 4.13 AT&T MISSOURI shall provide call records to support usage sensitive vertical features if these features are part of AT&T MISSOURI's resale or Lawful unbundled switching offerings in accordance to OBF guidelines.
- 4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.
- 4.15 A pack shall conform to industry guidelines EMI standards.

# RESALE

## TABLE OF CONTENTS

1	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	3
2	GENERAL TERMS AND CONDITIONS FOR RESALE .....	3
3	PRICING.....	4
4	RESALE RESTRICTIONS.....	4
5	INTENTIONALLY OMITTED .....	5
6	DIALING AND SERVICE PARITY, NUMBER RETENTION .....	6
7	CHANGES IN RETAIL SERVICE .....	6
8	REQUIREMENTS FOR SPECIFIC SERVICES.....	6
9	SUPPORT FUNCTIONS FOR RESOLD SERVICES.....	9
10	SERVICE FUNCTIONS .....	11
11	WHITE PAGES DIRECTORIES .....	12
12	CALL TRACE.....	12
13	MUTUAL RESPONSIBILITIES OF THE PARTIES.....	12
14	PROVISIONING REQUIREMENTS.....	14
15	ORDER DUE DATE.....	14
16	MAINTENANCE REQUIREMENTS.....	14
17	INTENTIONALLY OMITTED .....	14
18	INTERCOMPANY COMMUNICATIONS .....	15
19	EMERGENCY RESTORATION.....	15
20	INTENTIONALLY OMITTED .....	15
21	INTENTIONALLY OMITTED .....	15
22	ESCALATION PROCEDURES.....	15
23	PREMISES VISIT PROCEDURES .....	15
24	DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING .....	16
25	REPAIR SERVICE RESPONSE.....	16

## 1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that AT&T MISSOURI shall make available to MCIIm for resale pursuant to this Agreement. All services or offerings of AT&T MISSOURI, which are to be offered for resale pursuant to the Act, are subject to the terms herein. AT&T MISSOURI shall make Telecommunications Services that AT&T MISSOURI provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations or restrictions.
  - 1.1.1 The Parties acknowledge that MCIIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIIm's telecommunications services.
- 1.2 At the request of MCIIm, and pursuant to the requirements of the Act, AT&T MISSOURI will make available to MCIIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T MISSOURI currently provides or may offer hereafter. AT&T MISSOURI shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T MISSOURI for resale, and the service functions and support functions provided by AT&T MISSOURI to MCIIm pursuant to this Appendix are collectively referred to as "Resale Service."
- 1.3 MCIIm may resell, to other Telecommunications carriers, services purchased under this Appendix.

## 2. GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end-user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.
- 2.2 Prior to submitting an order under this Appendix, MCIIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. AT&T MISSOURI shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.
- 2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent. Further, when an end user customer abandons its premises, AT&T MISSOURI is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities. AT&T MISSOURI shall notify MCIIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.



- 2.5 AT&T MISSOURI shall provide line loss notification to MCI's as required by the Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process.
- 2.6 MCI is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCI or its authorized agent.
- 2.7 AT&T MISSOURI shall not be responsible for the manner in which MCI bills its customers. All applicable rates and charges for services provided to MCI under this Appendix will be billed directly to MCI and shall be the responsibility of MCI regardless of MCI's ability to collect. MCI shall not be responsible for payment of charges for any retail services furnished and billed by AT&T MISSOURI directly to end user customers.

### 3. PRICING

- 3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCI shall pay AT&T MISSOURI for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCI, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCI at wholesale rates as specified in Appendix Pricing.
- 3.3 Intentionally Omitted.

### 4. RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCI may resell local services to provide Telecommunications Services. AT&T MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T MISSOURI has identified in AT&T MISSOURI's retail tariffs as grandfathered or grandfathers in the future may only be resold to the same End User at the existing End User's location to which AT&T MISSOURI provides the service, either at retail or through resale.
- 4.2 AT&T MISSOURI shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. AT&T MISSOURI retail promotions of ninety (90) days or less are not available to MCI for resale.
- 4.3 MCI shall only resell services to the same category of subscriber to whom AT&T MISSOURI offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 Intentionally Omitted
- 4.5 MCI shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCI

may permit its subscribers to use resold local exchange telephone service to access IXC's, wireless carriers, CAPs, or other retail telecommunications providers.

- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T MISSOURI federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay AT&T MISSOURI for services for resale will apply to each local exchange line furnished to MCIIm under this Appendix for resale. AT&T MISSOURI will not charge MCIIm any federal, state or local taxes that MCIIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act other than this Agreement.
- 4.7 To the extent allowable by law, MCIIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIIm for resale. MCIIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 AT&T MISSOURI shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIIm shall resell the services provided herein only in those service areas in which such resale services are offered to End Users at retail by AT&T MISSOURI as the incumbent local exchange carrier.
- 4.10 AT&T MISSOURI services are not available at wholesale rates to MCIIm for its own use or for the use of any of MCIIm's affiliates and/or subsidiaries or the use of MCIIm's parent or any affiliate and/or subsidiary of MCIIm's parent company, if any.
- 4.11 Unless permitted by tariff, MCIIm shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.
- 4.12 To the extent AT&T MISSOURI makes available to its End Users, any volume or term discounts, AT&T MISSOURI shall make such volume and term discounts available to MCIIm at the same rates, terms and conditions.
- 4.13 If MCIIm is in violation of any provision of this Appendix Resale, AT&T MISSOURI will notify MCIIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIIm will have thirty (30) calendar days to correct the violation and notify AT&T MISSOURI in writing that the violation has been corrected. Should MCIIm dispute the stated violation, MCIIm must notify AT&T MISSOURI in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T MISSOURI and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

5. **INTENTIONALLY OMITTED**

**6. DIALING AND SERVICE PARITY, NUMBER RETENTION**

- 6.1 Unless technically infeasible, for resold service AT&T MISSOURI shall ensure that all MCIm End Users experience the same dialing parity as comparable AT&T MISSOURI End Users, such that, for all call types: (i) an MCIm End User is not required to dial any greater number of digits than a comparable AT&T MISSOURI End User; (ii) the MCIm End User may retain its local telephone number provided the customer remains within the same wire center; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm End User is at least equal in quality to that experienced by a comparable AT&T MISSOURI End User.
- 6.2 For resold services, AT&T MISSOURI shall ensure that all MCIm End Users experience the same service levels as comparable AT&T MISSOURI End Users.

**7. CHANGES IN RETAIL SERVICE**

- 7.1 AT&T MISSOURI will notify MCIm at least forty-five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any services or promotions or the discontinuance of current services, in accordance with state commission guidelines.
- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

**8. REQUIREMENTS FOR SPECIFIC SERVICES**

- 8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCIm may only offer it to customers that are eligible to receive CENTREX from AT&T MISSOURI. MCIm shall only sell Plexar™, Centrex and Centrex-like services to a single End User or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding AT&T MISSOURI retail tariff(s). Grandfathered services are available per appropriate state specific tariff to MCIm for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T MISSOURI provides the service, either at retail or through resale.
- 8.2 MCIm may purchase the entire set of PLEXAR families of services at Parity with what AT&T MISSOURI provides to its retail End Users. The PLEXAR families of services provided for resale will meet the following requirements:
- 8.2.1 Intentionally Omitted
- 8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIm for resale.
- 8.2.3 MCIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 8.2.4 MCIm may be required to pay a charge, for the cost of suppressing the need for MCIm customers to dial "9" when placing calls outside the PLEXAR families of services.

- 8.2.5 AT&T MISSOURI will furnish PLEXAR Custom services to MCI for resale subject to this section of this Resale Appendix. AT&T MISSOURI's provision of PLEXAR Custom will be as specified in this paragraph. AT&T MISSOURI will offer MCI the same price AT&T MISSOURI provides to its Customers less costs that will be avoided.
- 8.2.6 Intentionally Omitted.
- 8.2.7 Intentionally Omitted.
- 8.3 MCI may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCI resells services that require certification on the part of the end user customer, MCI shall ensure that the end user customer has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the AT&T MISSOURI tariffs.
  - 8.3.1 Intentionally Omitted.
  - 8.3.2 Telephone Assistance Programs
    - 8.3.2.1 MCI is exclusively responsible for all aspects of any similar MCI offered program, including ensuring that any similar MCI offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of MCI's End User or applicants are eligible to participate in such programs, submitting MCI's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 8.4 Intercept and Transfer Services. AT&T MISSOURI shall provide intercept and transfer services to MCI for MCI end user customers on the same basis as such services are available to comparable AT&T MISSOURI end user customers.
- 8.5 E911/911 Services. AT&T MISSOURI shall provide to MCI, for MCI end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T MISSOURI's end user customers. AT&T MISSOURI shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCI customer service information in the ALI/DMS used to support 911 services. AT&T MISSOURI shall provide MCI end user customer information to the PSAP. MCI shall update its End User's 911 information through the LSR process.
  - 8.5.1 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this Agreement.
    - 8.5.1.1 Intentionally Omitted.
    - 8.5.1.2 Intentionally Omitted.
    - 8.5.1.3 Intentionally Omitted.

8.5.1.4 Intentionally Omitted.

- 8.6 MCIIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to applicable State Commission Rules.
- 8.7 Intentionally Omitted
- 8.8 Customer Specific Pricing Agreements. MCIIm may purchase AT&T MISSOURI customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from AT&T MISSOURI. Where MCIIm and AT&T MISSOURI are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by AT&T MISSOURI without unreasonable delay. AT&T MISSOURI shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIIm's request or other competitively sensitive information.
- 8.9 Inside Wire Maintenance Service. Where offered by AT&T MISSOURI and upon mutual agreement of the parties, the parties may enter into a separate agreement for the purchase of AT&T MISSOURI inside wire maintenance service for use with MCIIm customers.
- 8.10 Suspension of Service
- 8.10.1 MCIIm may offer to resell end user customer Initiated Suspension and Restoral Service to its end user customers if and to the extent offered by AT&T MISSOURI to its retail end users.
- 8.10.2 MCIIm may also provide AT&T MISSOURI Initiated Suspension service for its own purposes, where available. Service specifics may be obtained in state specific CLEC Handbooks.
- 8.10.2.1 MCIIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 8.10.2.2 Should MCIIm suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, MCIIm shall be charged and shall be responsible all appropriate monthly services charges for the end users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.
- 8.10.3 Should MCIIm restore its end user, restoral charges will apply and MCIIm will be billed for the appropriate service from the time of suspension.
- 8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIIm's option, MCIIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific

basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

8.12 Intentionally Omitted

8.13 Intentionally Omitted

## 9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

9.2 AT&T MISSOURI shall make customized routing of OS/DA traffic available to MCI on request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.

9.3 Intentionally Omitted.

9.4 Branding

9.4.1 Except where otherwise required by law, MCI shall not, without AT&T MISSOURI's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T MISSOURI or its Affiliates, nor shall MCI state or imply that there is any joint business association or similar arrangement with AT&T MISSOURI in the provision of Telecommunications Services to MCI's end user customers.

9.4.2 AT&T MISSOURI will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

9.4.2.1 MCI will provide AT&T MISSOURI recorded announcements and written specifications to be used to brand MCI's OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire..

9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.

9.4.2.3 Where AT&T MISSOURI provides MCI OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.

9.4.2.4 Charges for branding are set forth in Appendix Pricing.

9.4.2.5 Until MCI's resold OS/DA traffic is customized routed off of the AT&T MISSOURI OS/DA platform, AT&T MISSOURI will continue to provide OS/DA branding on AT&T MISSOURI own platform using the service provided ID solution currently in effect.

9.5 Intentionally Omitted.

9.6 Directory Assistance (DA) Listings

9.6.1 AT&T MISSOURI will include the MCI end user customer listing in its Directory Assistance database as part of the service order process. AT&T MISSOURI will honor MCI end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCI requested in the AT&T MISSOURI database which is used to perform Directory Assistance functions. AT&T MISSOURI shall permit MCI end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T MISSOURI charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T MISSOURI will provide Directory Assistance service to MCI that equals the Directory Assistance Service AT&T MISSOURI provides to itself and its own end user customers.

9.6.2 Intentionally Omitted.

9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.

9.8 OS/DA calls which, at MCI's option, are routed to AT&T MISSOURI, will meet or exceed the Performance Measurements which AT&T MISSOURI provides to itself and its own end user customers. AT&T MISSOURI will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.

9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification and Busy Line Interrupt are found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.

9.11 Access to the Line Information Database. MCI's service order shall update and maintain MCI end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for AT&T MISSOURI's end user customers.

9.12 Telephone Line Number Calling Cards. AT&T MISSOURI's assigned telephone line calling card account ceases to exist once MCI becomes the account owner in LIDB. MCI may choose to enable a MCI calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCI shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the MCI calling card. AT&T MISSOURI will provide billing usage data via the established mechanisms.

9.13 Intentionally Omitted

9.14 Call Blocking. Upon MCI's request, AT&T MISSOURI will provide blocking on a line by line basis of an MCI end user customer's access to any or all of the following call types for which blocking is offered by AT&T MISSOURI, which may include: 700, 900, 976, bill to third and collect, and

such other call types for which AT&T MISSOURI provides blocking to comparable end user customers. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to end user customers. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. MCIm acknowledges all such limitations and accepts all responsibility MCIm acknowledges all such limitations and accepts all responsibility for any charges for calls for which blocking is not available or calls which bypass the blocking systems. If MCIm fails to accept liability for calls that may bypass blocking systems, MCIm agrees to provide its end user customer information to AT&T MISSOURI so that AT&T MISSOURI may bill MCIm's end user customer for the services they benefited from and the charges the end user customers rightfully owe.

- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

## 10. SERVICE FUNCTIONS

AT&T MISSOURI shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T MISSOURI shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 10.1 Work Order Processes. AT&T MISSOURI shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.
- 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.
- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by AT&T MISSOURI in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement



- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T MISSOURI may not initiate any disconnect, suspension or termination of an MCI customer's resale services unless directed to do so by MCI by transmission of a service order or AT&T MISSOURI's receipt of proper authorization to change such customer's primary local exchange carrier to a carrier other than MCI. AT&T MISSOURI will provide MCI with an electronic notice of customers who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Customer Accounts. AT&T MISSOURI shall allow MCI to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

## 11. WHITE PAGES DIRECTORIES

- 11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

## 12. CALL TRACE

- 12.1 MCI end user's activation of Call Trace shall be handled by the AT&T MISSOURI Call Trace Center (CTC). AT&T MISSOURI shall notify MCI of requests by its end user customers to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCI's end user customers (whether that end user is the victim or the suspect) will be coordinated through MCI.
- 12.2 MCI understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCI's responsibility to provide additional information necessary for any police investigation. MCI will indemnify AT&T MISSOURI against any claims that insufficient information led to inadequate prosecution.

## 13. MUTUAL RESPONSIBILITIES OF THE PARTIES

- 13.1 AT&T MISSOURI will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCI, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to AT&T MISSOURI's Local Service Center (LSC). AT&T MISSOURI's LSC will respond to MCI's calls with the same level of service which AT&T MISSOURI provides to its local exchange end users customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:00 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through

Friday from 8 a.m. to 5:00 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:00 p.m.) ordering and provisioning coordination.

- 13.4 AT&T MISSOURI will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's end user customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the end user customers become identifiable, such end users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, AT&T MISSOURI's LSC will provide coordination support for all designed and/or complex Resale services provided to MCIm. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 13.8 Simple and Complex Service Orders: If AT&T MISSOURI on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 AT&T MISSOURI will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T MISSOURI provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCIm may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. AT&T MISSOURI will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 13.12 Unless otherwise directed, when MCIm orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 AT&T MISSOURI will provide standard provisioning intervals for all Resale services at parity with what it provides its retail end users, its affiliates and CLECs other than MCIm.

**14. PROVISIONING REQUIREMENTS**

- 14.1 Where available, AT&T MISSOURI will perform pre-testing and will provide electronically all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an AT&T MISSOURI employee visits the premises of an MCIm end user customer, AT&T MISSOURI's employee must inform the end user customer that he or she is acting on behalf of MCIm. Materials left at the end user customer premises (e.g., a door hanger notifying the end user customer of the service visit) must also inform the end user customer that AT&T MISSOURI was acting on behalf of MCIm.
- 14.3 AT&T MISSOURI's technicians will direct MCIm's end user customers to contact MCIm if MCIm's end user customer requests a change in service at the time of installation.
- 14.4 AT&T MISSOURI will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIm's approval prior to commencing construction under an order for such service.

**15. ORDER DUE DATE**

- 15.1 When a MCIm submits an LSR, MCIm will specify a desired Due Date (DDD) and AT&T MISSOURI will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.
- 15.2 If expedited service is requested, MCIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. AT&T MISSOURI will not complete the order prior to the DD or later than the DD unless authorized by MCIm.
- 15.3 MCIm will follow the escalation process documented on AT&T MISSOURI's web sites (AT&T MISSOURI's web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. AT&T MISSOURI will notify MCIm of any modifications to these contacts one (1) week in advance of such modifications.

**16. MAINTENANCE REQUIREMENTS**

- 16.1 AT&T MISSOURI will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.
- 16.2 AT&T MISSOURI will provide maintenance for all Resale services on a nondiscriminatory basis.

**17. INTENTIONALLY OMITTED**

**18. INTERCOMPANY COMMUNICATIONS**

- 18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by AT&T MISSOURI's Network Management Service Center ("NMSC"), and will utilize MCI's Network Management Center ("NMC") or other identified contacts listed in the Profile (for AT&T MISSOURI the document used is the "AT&T MISSOURI 13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCI's end user customer. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's End user Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCI's end user customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

**19. EMERGENCY RESTORATION**

- 19.1 AT&T MISSOURI's NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCI reports trouble to the LOC, the LOC will notify MCI of:
- 19.1.1 establishment of AT&T MISSOURI's LOC as the single point of contact to provide MCI with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and
  - 19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

**20. INTENTIONALLY OMITTED**

**21. INTENTIONALLY OMITTED**

**22. ESCALATION PROCEDURES**

- 22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCI's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For AT&T MISSOURI, MCI acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

**23. PREMISES VISIT PROCEDURES**

- 23.1 AT&T MISSOURI's Maintenance of Service Charges, when applicable, will be billed by AT&T MISSOURI to the MCI, and not to MCI's end user customers.

23.1.1 Dispatch of AT&T MISSOURI's technicians to MCI's end user customer premises shall be accomplished pursuant to a request received from MCI. Additional dispatching of AT&T MISSOURI's technicians may occur when AT&T MISSOURI detects network trouble during routine maintenance.

23.1.2 Intentionally Omitted

23.1.3 If a trouble cannot be cleared without access to MCI's end user customer's premises and the end user customer is not at home, the technician will leave a non-branded "no access" card requesting that the end user customer call MCI for rescheduling of repair.

**24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING**

24.1 AT&T MISSOURI will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCI in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

**25. REPAIR SERVICE RESPONSE**

25.1 AT&T MISSOURI's technicians will provide repair service on a nondiscriminatory basis.

## APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI and MCImetro Access Transmission Services LLC ("CLEC"). As provided in this Appendix, AT&T MISSOURI will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, Applicable Law and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T MISSOURI and located in this state.

### ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company d/b/a AT&T MISSOURI. Southwestern Bell Telephone Company d/b/a AT&T MISSOURI is a Texas corporation. AT&T's principal office is located at 350 McCullough, San Antonio, Texas 78215.

1.02 MCImetro Access Transmission Services LLC. MCImetro Access Transmission Services LLC ("CLEC") is a corporation chartered in the State of Delaware. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

### ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. AT&T MISSOURI shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and AT&T MISSOURI relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

### ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. “Authorized contractors” are contractors selected by CLEC who may, subject to CLEC’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by AT&T MISSOURI or persons acting on AT&T MISSOURI’s behalf. As used in this Appendix, the term “authorized contractor” does not refer to contractors performing routine installation, maintenance, or repair work on CLEC’s behalf or other contractors who may be selected by CLEC to perform work on CLEC’s behalf without AT&T MISSOURI’s approval. More specifically, the term “authorized contractor” refers only to those contractors included on a list of contractors mutually approved by CLEC and AT&T MISSOURI to perform one or more of the following tasks within a specified AT&T MISSOURI construction district: (a) installation of those sections of CLEC’s ducts or facilities which connect to AT&T MISSOURI’s conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those AT&T MISSOURI construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one AT&T MISSOURI construction district constitute approval of such authorized contractor for the area served by a different AT&T MISSOURI construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T MISSOURI construction districts in which the work is to be performed.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term “available” refers to space that is not occupied or assigned. In conduit systems owned or controlled by AT&T MISSOURI, maintenance ducts shall not be considered “available” for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by AT&T MISSOURI shall be deemed available for assignment.

3.07 Cables. The term “cable” includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to AT&T MISSOURI’s poles or placed in AT&T MISSOURI’s ducts, conduits, or rights-of-way.

3.08 Conduit. The term “conduit” refers to all AT&T MISSOURI conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term “conduit” refers only to conduit owned or controlled by AT&T MISSOURI, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit

structures or (b) central office vaults, controlled environment vaults, or other AT&T MISSOURI structures (such as huts and cabinets) which branch off from AT&T MISSOURI's conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of AT&T MISSOURI's conduit system.

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by AT&T MISSOURI and does not include (a) cables and other telecommunications equipment located within conduit structures, (b) central office vaults, controlled environment vaults, or other AT&T MISSOURI structures (such as huts and cabinets) which branch off from AT&T MISSOURI's conduit or (c) isolated pipe and ducts not connected to the conduit system.

3.11 Construction District. The term "construction district" refers to the AT&T MISSOURI organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all AT&T MISSOURI ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by AT&T MISSOURI and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of CLEC
EXHIBIT III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC



SW-9436C:	Notification of Unauthorized Attachments by CLEC
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VII:	Notices to AT&T MISSOURI
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms “facility” and “facilities” refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym “FCC” refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term “First Interconnection Order” refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of AT&T MISSOURI’s conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T MISSOURI ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by AT&T MISSOURI and does not include cables and other telecommunications equipment located within handhole structures.

3.19 This Section Intentionally Left Blank

3.20 Interconnection agreement. The term “interconnection agreement” refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term “jacket” refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term “jacket” refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term “joint user” refers to any person or entity which has entered or may enter into an agreement or arrangement with AT&T MISSOURI permitting it to attach its facilities to AT&T MISSOURI’s poles or anchors or place its facilities in AT&T MISSOURI’s conduit system.

3.23 License. The term “license” refers to a written instrument confirming that AT&T MISSOURI has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T MISSOURI in accordance with applicable federal and state laws and regulations. The term “license” includes licenses issued by AT&T MISSOURI pursuant to this Appendix and may, if the context requires, refer to licenses issued by AT&T MISSOURI prior to the date of this Appendix.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include AT&T MISSOURI.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by AT&T MISSOURI and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including AT&T MISSOURI, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by AT&T MISSOURI as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, AT&T MISSOURI will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a AT&T MISSOURI manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to AT&T MISSOURI, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that AT&T MISSOURI may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in AT&T MISSOURI's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does not include the actual installation of CLEC's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC's facilities (as contrasted from work performed on AT&T MISSOURI's behalf in furtherance of AT&T MISSOURI's own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T MISSOURI's facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC's facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by AT&T MISSOURI and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

3.29 Overlashing. The term “overlashing” refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.

3.30 Person acting on CLEC’s behalf. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC’s behalf while performing such work at CLEC’s request.

3.31 Person acting on AT&T MISSOURI’s behalf. The terms “person acting on AT&T MISSOURI’s behalf,” “personnel performing work on AT&T MISSOURI’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on AT&T MISSOURI’s behalf,” “personnel performing work on AT&T MISSOURI’s behalf,” and similar terms specifically include, but are not limited to, AT&T MISSOURI, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T MISSOURI and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by AT&T MISSOURI to perform make-ready work shall be deemed to be a person acting on AT&T MISSOURI’s behalf while performing such work at AT&T MISSOURI’s request.

3.32 Pole. The term “pole” refers to all AT&T MISSOURI poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term “pole” refers only to utility poles and anchors which are either owned or controlled by AT&T MISSOURI and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term “pole attachment” refers to “any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.” In this Appendix, except as the context otherwise requires, the term “pole attachment” refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by AT&T MISSOURI. The term “pole attachment” includes all such facilities attached to or supported by a AT&T MISSOURI pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC’s pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term “Pole Attachment Act” refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term “pre-license survey” refers to work and activities performed or to be performed by AT&T MISSOURI or by persons acting on AT&T MISSOURI’s behalf for the primary purpose of:

- (a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;
- (b) confirming or determining the extent, if any, to which modifications to AT&T MISSOURI's poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;
- (c) confirming or determining what make-ready work, if any, will be required to prepare AT&T MISSOURI's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
- (d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:

- (a) whether AT&T MISSOURI's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;
- (b) the extent, if any, to which modifications of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
- (c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and AT&T MISSOURI, respectively, to coordinate arrangements for CLEC's access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. AT&T MISSOURI's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.

3.38 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing AT&T MISSOURI to locate facilities on, under, or over public lands and roadways, servitudes created by private easements or obtained through the exercise of eminent domain authority enabling AT&T MISSOURI to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by AT&T MISSOURI's facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Missouri.

3.42 State Commission. The term "State Commission" refers to the Missouri Public Service Commission.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and AT&T MISSOURI).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by AT&T MISSOURI to be responsible for handling and processing requests for access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and access to AT&T MISSOURI's records relating to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, AT&T MISSOURI's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

3.48 "Vicinity of ...." When used in terms such as "vicinity of AT&T MISSOURI's conduit system," "vicinity of AT&T MISSOURI's poles," "vicinity of AT&T MISSOURI's rights-of-way," or "vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any AT&T MISSOURI pole, duct, conduit, or right-of-way.

## ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to AT&T MISSOURI poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.

4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by AT&T MISSOURI, and the placement of CLEC's facilities on or in AT&T MISSOURI's poles, ducts, conduits and rights-of-way shall not create or vest in AT&T MISSOURI any right, title, or interest in such facilities.

4.03 No Effect on AT&T MISSOURI's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect AT&T MISSOURI's right to abandon, convey, or transfer to any other person or entity AT&T MISSOURI's interest in any of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

- (a) AT&T MISSOURI shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.
- (b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with AT&T MISSOURI or to any entity which acquires or succeeds to ownership of substantially all of AT&T MISSOURI's assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on AT&T MISSOURI's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with AT&T MISSOURI's rights to:

- (a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to AT&T MISSOURI's poles, ducts, conduits and rights-of-way, and any of AT&T MISSOURI's facilities attached thereto or located therein) at any time and in any manner which AT&T MISSOURI deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
- (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in AT&T MISSOURI's poles, ducts, conduits, or rights-of-way,

provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

## ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. AT&T MISSOURI and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. AT&T MISSOURI and CLEC shall each be responsible for

obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.

5.02 Private Rights-of-Way Not Owned or Controlled by AT&T MISSOURI. AT&T MISSOURI and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by AT&T MISSOURI. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where AT&T MISSOURI's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of AT&T MISSOURI's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that AT&T MISSOURI has the legal authority to grant such access and use. AT&T MISSOURI also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. AT&T MISSOURI agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those AT&T MISSOURI places on itself.

- (a) Although AT&T MISSOURI shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize AT&T MISSOURI's rights-of-way to the extent that AT&T MISSOURI has legal authority to do so, CLEC acknowledges that AT&T MISSOURI may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:
  - (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
  - (2) If AT&T MISSOURI has legal authority to permit access by CLEC to a right-of-way on third-party property, AT&T MISSOURI will not restrict CLEC's use of the right-of-way.
  - (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.
- (b) AT&T MISSOURI and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. AT&T MISSOURI will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. AT&T MISSOURI will place no restrictions on access to such rights-of-way that are more restrictive than those AT&T MISSOURI places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

## ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that CLEC's facilities attached to AT&T MISSOURI's poles or occupying space in its ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

6.02 Design to Minimize the Need for Access to AT&T MISSOURI's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access AT&T MISSOURI's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines AT&T MISSOURI applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, AT&T MISSOURI agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into AT&T MISSOURI's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.04 Published Standards. AT&T MISSOURI and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- (b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and
- (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in AT&T MISSOURI's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

- (a) No facilities shall be placed in AT&T MISSOURI's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in AT&T MISSOURI's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
- (b) Facilities placed in AT&T MISSOURI's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in AT&T MISSOURI's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.



- (d) No coaxial cable shall be placed in AT&T MISSOURI's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
- (e) Coaxial cable placed in AT&T MISSOURI's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- (f) CLEC shall not circumvent the corrosion mitigation measures of AT&T MISSOURI or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in AT&T MISSOURI's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter AT&T MISSOURI's conduit system at locations consistent with the physical design specifications that AT&T MISSOURI applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).
- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T MISSOURI's conduit or ducts.
- (c) The integrity of AT&T MISSOURI's conduit system and overall safety of personnel require that "dielectric cable" be used within AT&T MISSOURI's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
- (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, AT&T MISSOURI will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for AT&T MISSOURI's own business purposes and to accommodate CLEC and other joint users; provided, however, that AT&T MISSOURI shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to AT&T MISSOURI's conduit system:

- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of AT&T MISSOURI's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.

- (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.
- (c) Where CLEC's duct or facility physically connects with AT&T MISSOURI's manhole the section of CLEC's facility which connects to AT&T MISSOURI's manhole shall be installed by AT&T MISSOURI or its contractor at CLEC's expense (which shall be AT&T MISSOURI's actual costs or the price charged AT&T MISSOURI by the contractor). AT&T MISSOURI will perform this work in an interval consistent with the intervals AT&T MISSOURI performs work for itself. If AT&T MISSOURI's interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T MISSOURI and CLEC.
- (d) AT&T MISSOURI will have the option to monitor the entrance and exit of CLEC's facilities into AT&T MISSOURI's conduit system and the physical placement of CLEC's facilities in AT&T MISSOURI's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
- (e) If CLEC constructs or utilizes a duct connected to AT&T MISSOURI's conduit system, the duct and all connections between that duct and AT&T MISSOURI's conduit system shall be sealed to prevent the entry of gases or liquids into AT&T MISSOURI's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T MISSOURI's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of AT&T MISSOURI, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on AT&T MISSOURI's poles or in the vicinity of AT&T MISSOURI's poles, or enter AT&T MISSOURI's manholes or work within or in the vicinity of AT&T MISSOURI's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.
- (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of AT&T MISSOURI's conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify AT&T MISSOURI of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.
- (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

- (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- (f) CLEC shall promptly suspend activities on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, or conduits, if notified by AT&T MISSOURI that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of AT&T MISSOURI's conduit system until both CLEC and AT&T MISSOURI are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T MISSOURI requires CLEC to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, AT&T MISSOURI agrees to compensate CLEC for the cost resulting from the delay.
- (g) All personnel acting on CLEC's behalf shall, while working on or in AT&T MISSOURI's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any AT&T MISSOURI employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of AT&T MISSOURI's poles or conduit system to AT&T MISSOURI.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of AT&T MISSOURI's Conduit Systems. When AT&T MISSOURI or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of AT&T MISSOURI's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in AT&T MISSOURI's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that AT&T MISSOURI rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, AT&T MISSOURI shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to AT&T MISSOURI via fax or other

transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by AT&T MISSOURI's own personnel.

- (b) Personnel performing work within AT&T MISSOURI's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of AT&T MISSOURI's conduit system.
- (c) Personnel performing work within or in the vicinity of AT&T MISSOURI's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by AT&T MISSOURI and applicable to AT&T MISSOURI's own facilities.
- (e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by AT&T MISSOURI for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of AT&T MISSOURI's conduit system shall be of a type approved by AT&T MISSOURI and included on AT&T MISSOURI's then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if AT&T MISSOURI has not provided CLEC AT&T MISSOURI's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.
- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in AT&T MISSOURI's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- (l) Neither AT&T MISSOURI nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T MISSOURI's conduit system (including any manhole) during work operations performed within or in the vicinity of AT&T MISSOURI's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers,

meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.

- (n) Cable lubricants used in conduit systems shall be of a type or types approved by AT&T MISSOURI and included on AT&T MISSOURI's then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if AT&T MISSOURI has not provided CLEC AT&T MISSOURI's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T MISSOURI's manholes and access to AT&T MISSOURI's conduit system.

- (a) CLEC will notify AT&T MISSOURI not less than 48 hours in advance before entering AT&T MISSOURI's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, CLEC shall, when feasible, provide AT&T MISSOURI with 10 working days advance notice before entering AT&T MISSOURI's conduit system.
- (b) The parties contemplate that CLEC may need to perform operations in AT&T MISSOURI's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify AT&T MISSOURI as soon as is reasonably possible of its intent to enter and perform work in the conduit system and AT&T MISSOURI shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. AT&T MISSOURI will establish procedures enabling AT&T MISSOURI to receive notices from CLEC under this subsection 24 hours a day, seven days a week.
- (c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.
- (d) A single authorized employee or representative of AT&T MISSOURI may be present any time when CLEC or personnel acting on CLEC's behalf enter or perform work within AT&T MISSOURI's conduit system. CLEC shall reimburse AT&T MISSOURI for costs associated with the presence of AT&T MISSOURI's authorized employee or representative. Each party must obtain any necessary authorization from appropriate authorities to open manholes.
- (e) Intentionally Omitted.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to AT&T MISSOURI's poles or placed in AT&T MISSOURI's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and
- (b) all persons shall, when working on, within, or in the vicinity of AT&T MISSOURI's poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in AT&T MISSOURI's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T MISSOURI's conduit system and accumulate in manholes or other conduit facilities.

- (a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. AT&T MISSOURI will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.
- (b) AT&T MISSOURI makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T MISSOURI's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of AT&T MISSOURI's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
- (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and AT&T MISSOURI agree to comply with the following provisions relating to compliance with environmental laws and regulations.

- (a) All persons acting on CLEC's or AT&T MISSOURI's behalf, including but not limited to CLEC's or AT&T MISSOURI's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and AT&T MISSOURI agree that their facilities attached to AT&T MISSOURI's poles or placed in AT&T MISSOURI's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and AT&T MISSOURI shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from AT&T MISSOURI's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

## ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, AT&T MISSOURI's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.

7.03 Access to Records Relating to AT&T MISSOURI's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (AT&T MISSOURI Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse AT&T MISSOURI for all reasonable costs incurred by AT&T MISSOURI in granting CLEC's requests for access to records and information under this section.

- (a) CLEC shall, after the effective date of this Appendix, have reasonable access to AT&T MISSOURI's pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and AT&T MISSOURI shall make such maps and records available for inspection by CLEC on two business days notice.
- (b) The access described in subsection (a) shall include the right to make copies, at CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

AT&T MISSOURI shall provide CLEC the best information available from AT&T MISSOURI's current pole and conduit maps and records. AT&T MISSOURI represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

- (1) the exact location of the facilities depicted;

- (2) the physical size, characteristics, or condition of the facilities depicted;
- (3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of AT&T MISSOURI's conduit system; and
- (5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of CLEC's facilities or that the pole, duct, or conduit depicted is suitable for CLEC's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. CLEC shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

- (a) After the effective date of this Agreement, AT&T MISSOURI shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude CLEC from visually inspecting AT&T MISSOURI's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without AT&T MISSOURI's permission.
- (b) CLEC shall not enter any AT&T MISSOURI manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

## **ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS**

8.01 Selection of Space. AT&T MISSOURI will select or approve the CLEC's selection of the space CLEC will occupy on poles or in conduit systems based upon the same criteria AT&T MISSOURI applies to itself. In conduit systems owned or controlled by AT&T MISSOURI, maintenance ducts (as defined in Section 3.25) shall not be considered available for CLEC's use except as specifically provided elsewhere in this Appendix. All ducts associated with the conduit system which are not assigned or occupied shall be deemed available for use by AT&T MISSOURI, CLEC, and third parties entitled to access under the Pole Attachment Act.

- 8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space in the conduit system will be assigned to CLEC as provided in this section. Information received by AT&T MISSOURI in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- (a) On receipt of CLEC's application for a pole attachment or conduit occupancy license, the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate AT&T MISSOURI records.
  - (b) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate AT&T MISSOURI records.



- (c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate AT&T MISSOURI record, AT&T MISSOURI shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T MISSOURI record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from AT&T MISSOURI's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of AT&T MISSOURI's make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of AT&T MISSOURI or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate AT&T MISSOURI records available for inspection under Section 7.03.
- (d) AT&T MISSOURI may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If AT&T MISSOURI assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T MISSOURI record if AT&T MISSOURI has not occupied such assigned space within such 12-month period; provided, however, that if AT&T MISSOURI's failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on AT&T MISSOURI's behalf, or from acts of God, AT&T MISSOURI's assignment may be extended for a period no longer than three months from the date AT&T MISSOURI is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate AT&T MISSOURI records available for inspection under Section 7.03.
- (e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or AT&T MISSOURI under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.
- (f) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, AT&T MISSOURI, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

## **ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS**

9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified AT&T MISSOURI poles or placing facilities within specified AT&T MISSOURI ducts or conduits, manholes, or handholes. License applications and information received by AT&T MISSOURI in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to AT&T MISSOURI two signed copies of the appropriate application forms. AT&T MISSOURI represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that AT&T MISSOURI plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. AT&T MISSOURI reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.

- (a) To apply for a pole attachment license, CLEC shall submit to AT&T MISSOURI two signed copies of AT&T MISSOURI's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by AT&T MISSOURI until these forms have been submitted to AT&T MISSOURI; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434, are attached to this Appendix as parts of Exhibit III.
- (b) To apply for a conduit occupancy license, CLEC shall submit to AT&T MISSOURI two signed copies of AT&T MISSOURI's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by AT&T MISSOURI until these forms have been submitted to AT&T MISSOURI; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.
- (c) Each application for a license under this Appendix shall include the following information, at a minimum:
  - (1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings, windloading, bending moment, vertical loading and associated strand maps;
  - (2) a description of the facilities to be attached to AT&T MISSOURI's poles and a description of the facilities to be placed within each component of AT&T MISSOURI's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
  - (3) for poles, the proposed points of attachment.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
  - (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
  - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,

- (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T MISSOURI's poles or placed in AT&T MISSOURI's conduit system.
- (e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than AT&T MISSOURI, that it may be necessary for AT&T MISSOURI to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to AT&T MISSOURI's poles and that, at the time an application is submitted. CLEC shall identify the owner of all poles on the application along the proposed route. If CLEC does not identify all poles, CLEC may contract with AT&T MISSOURI to do so, at CLEC's expense.
- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by AT&T MISSOURI's engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between AT&T MISSOURI's personnel and personnel acting on behalf of CLEC and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding AT&T MISSOURI or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
- (b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single AT&T MISSOURI construction district, CLEC shall give AT&T MISSOURI 30 days notice with a priority list as noted in 9.04.
- (c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.
- (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single AT&T MISSOURI construction district, CLEC shall, at AT&T MISSOURI's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by AT&T MISSOURI after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. AT&T MISSOURI will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.

- (a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by AT&T MISSOURI or its authorized representative. Primary purposes of the field inspection will be to enable AT&T MISSOURI to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T MISSOURI's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.
- (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by AT&T MISSOURI.
- (c) Before performing any portion of the pre-license survey, AT&T MISSOURI shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

#### **ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)**

10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T MISSOURI shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if AT&T MISSOURI personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, AT&T MISSOURI shall promptly advise CLEC and shall, at CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

- (a) If access is granted, AT&T MISSOURI shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T MISSOURI's pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by AT&T MISSOURI to be present at the site.
- (b) If access is denied, AT&T MISSOURI will confirm the denial in writing by the 45th day after the receipt by AT&T MISSOURI of CLEC's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing

specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

- (c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on AT&T MISSOURI of processing and responding to the application.

10.02 **Obligation to Construct or Modify Facilities; Capacity Expansions.** The parties agree that AT&T MISSOURI may grant access subject to CLEC's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If AT&T MISSOURI does not offer to expand capacity and denies CLEC's request for access, AT&T MISSOURI shall promptly notify CLEC of such determination. AT&T MISSOURI shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) AT&T MISSOURI agrees to modify its outside plant facilities to the extent that CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which AT&T MISSOURI would apply to AT&T MISSOURI if the work were performed for its own benefit. AT&T MISSOURI may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. AT&T MISSOURI will require payment of the full amount in advance subject to the true-up of the estimated costs with the actual costs.
- (b) AT&T MISSOURI agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval AT&T MISSOURI provides to itself. If AT&T MISSOURI's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner-duct installation itself or utilize subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T MISSOURI and CLEC. When inner duct is installed by CLEC or an authorized contractor in AT&T MISSOURI's conduit system, CLEC shall bear all other installation expenses. Inner duct installed by CLEC or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by AT&T MISSOURI or AT&T MISSOURI's contractors. CLEC will indemnify AT&T MISSOURI for damages, resulting from CLEC's self-provisioning of the inner-duct.
- (c) AT&T MISSOURI agrees to, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that AT&T MISSOURI excavate the obstruction. The excavation would be at CLEC's expense

10.04 **Performance of Make-ready Work.** Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by AT&T MISSOURI or by authorized contractors or other persons acting on AT&T MISSOURI's behalf and shall be performed by AT&T MISSOURI in accordance with the same time intervals which would be applicable if AT&T MISSOURI were performing the work for itself.

- (a) CLEC and AT&T MISSOURI will mutually establish and maintain a list of authorized contractors who may be selected by CLEC to perform make-ready work when AT&T MISSOURI's interval for beginning or completing such make ready work does not meet CLEC's needs.
- (b) If AT&T MISSOURI's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by CLEC from the applicable list of authorized contractors. Subject to the availability of personnel, CLEC may also request that AT&T MISSOURI perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors or other vendors may be approved by CLEC and AT&T MISSOURI to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Nothing contained in this section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate AT&T MISSOURI's cables, remove slack, or perform any splicing (wire work) on AT&T MISSOURI's cables.

10.05 Make-ready Work. If AT&T MISSOURI determines that make-ready work will be necessary to accommodate CLEC's facilities, AT&T MISSOURI shall promptly notify CLEC of the make-ready work proposed to enable the accommodation of CLEC's facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by AT&T MISSOURI of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include AT&T MISSOURI's estimate of make-ready charges, which estimate shall be stated on AT&T MISSOURI Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) CLEC shall have 20 days (the "acceptance period") after receiving AT&T MISSOURI's estimate of make-ready charges to authorize completion of the make-ready work proposed by AT&T MISSOURI or to advise AT&T MISSOURI of its willingness to perform the proposed make-ready work itself. If CLEC advises AT&T MISSOURI that it is willing to perform the make-ready work proposed by AT&T MISSOURI in accordance with a design approved by AT&T MISSOURI, and AT&T MISSOURI's specifications, AT&T MISSOURI will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to AT&T MISSOURI within the 20-day acceptance period.
- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to AT&T MISSOURI within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify AT&T MISSOURI in writing by the 20th day whether CLEC is withdrawing its application, electing to perform

the make-ready work itself as provided in subsection (c) or electing to treat AT&T MISSOURI's make-ready requirements as a denial of access.

- (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, AT&T MISSOURI shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to AT&T MISSOURI's inquiry, CLEC does not immediately sign and return the estimate to AT&T MISSOURI.
- (2) If CLEC timely notifies AT&T MISSOURI that it is electing to treat AT&T MISSOURI's make-ready requirements as a denial of access, AT&T MISSOURI shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting AT&T MISSOURI's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to AT&T MISSOURI's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for AT&T MISSOURI's make-ready proposals and specifically address AT&T MISSOURI's rationale for rejecting CLEC's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to AT&T MISSOURI's poles or occupying space in AT&T MISSOURI's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's facilities to or in AT&T MISSOURI's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. CLEC acknowledges that if any additional capacity is created as a result of make-ready work performed to accommodate CLEC's facilities, CLEC shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T MISSOURI for the use of such additional capacity. If AT&T MISSOURI utilizes additional space or capacity created at CLEC's expense, AT&T Missouri will reimburse CLEC on a pro-rata basis for AT&T MISSOURI's share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T MISSOURI will notify the CLEC if any entity, including AT&T MISSOURI, attaches facilities to additional capacity on AT&T MISSOURI Structure created at CLEC's expense. AT&T MISSOURI shall not be required to collect or remit any such amounts to CLEC, to resolve or adjudicate disputes over reimbursement between CLEC and Other Users.

10.09 License and Attachment. After all required make-ready work is completed, AT&T MISSOURI will issue a license confirming that CLEC may attach specified facilities to AT&T MISSOURI's poles or place specified facilities in AT&T MISSOURI's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others.

## ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to AT&T MISSOURI's poles and the actual placement of its facilities in AT&T MISSOURI's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf.

in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, CLEC shall provide AT&T MISSOURI with an updated construction schedule and shall thereafter keep AT&T MISSOURI informed of anticipated changes in the construction schedule. Construction schedules received by AT&T MISSOURI shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- (b) the names of each contractor and subcontractor that will be involved in the construction activities;
- (c) the estimated dates when construction will begin and end; and
- (d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to AT&T MISSOURI's poles or the placement of CLEC's facilities in any part of AT&T MISSOURI's conduit system.

## **ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES**

12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within AT&T MISSOURI's poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.

12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within AT&T MISSOURI's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.

12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on AT&T MISSOURI's poles for the attachment of drop wires as specified in this section.

- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.
- (b) If attachment space has already been licensed to CLEC on a given AT&T MISSOURI pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to AT&T MISSOURI, CLEC, other local service providers, and



other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T MISSOURI. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T MISSOURI of such use and must either vacate the maintenance duct within 30 days or, with AT&T MISSOURI's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide AT&T MISSOURI with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities and shall thereafter notify AT&T MISSOURI of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on AT&T MISSOURI's request, identify any authorized contractor or other person performing maintenance activities on CLEC's behalf at a specified site.

### **ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES**

13.01 Notification of Planned Modifications. CLEC shall notify AT&T MISSOURI in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any AT&T MISSOURI duct or conduit. The notice shall contain sufficient information to enable AT&T MISSOURI to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of AT&T MISSOURI's poles, ducts, or conduits, and having no effect on the ability of AT&T MISSOURI or joint users to use or have access to AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

- (a) requires that CLEC occupy additional space on AT&T MISSOURI's poles (except on a temporary basis in the event of an emergency);
- (b) requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any AT&T MISSOURI duct or conduit except on a temporary basis in the event of an emergency;
- (c) results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);

- (d) requires additional holding or loading capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. AT&T MISSOURI may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's facilities when it appears to AT&T MISSOURI that the proposed additions, relocations, replacements, or modifications will not require make-ready work by AT&T MISSOURI, will not interfere with AT&T MISSOURI's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

#### **ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES**

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of CLEC's Facilities at AT&T MISSOURI's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T MISSOURI to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by AT&T MISSOURI's own business needs or by factors outside of AT&T MISSOURI's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

- (a) CLEC agrees that CLEC will cooperate with AT&T MISSOURI and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.
- (b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by AT&T MISSOURI of the required rearrangements. AT&T MISSOURI may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

- (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) the timeliness of AT&T MISSOURI's request to CLEC;
  - (3) the nature and number of rearrangements sought;
  - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
  - (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude CLEC from advising AT&T MISSOURI, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

## **ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS**

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to AT&T MISSOURI's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing AT&T MISSOURI's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to AT&T MISSOURI, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify AT&T MISSOURI of such use and must either vacate the maintenance duct within 30 days or, with AT&T MISSOURI's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each AT&T MISSOURI construction district, CLEC shall provide AT&T MISSOURI with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify AT&T MISSOURI of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify AT&T MISSOURI at the earliest practicable opportunity after discovering any condition on or in any of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T MISSOURI's facilities and AT&T MISSOURI shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T MISSOURI, CLEC, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- (c) AT&T MISSOURI shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T MISSOURI on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When AT&T MISSOURI or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of AT&T MISSOURI's or CLEC's facilities, or AT&T MISSOURI's or CLEC's ability to meet its service obligations, AT&T MISSOURI or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, AT&T MISSOURI or CLEC may reattach them as provided in this section but shall not be obligated to do so.

- (a) Before performing any corrective work involving facilities, AT&T MISSOURI or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, AT&T MISSOURI or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with AT&T MISSOURI when emergency pole replacements are required.

- (a) When emergency pole replacements are required, AT&T MISSOURI shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
- (b) If notified by AT&T MISSOURI that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a AT&T MISSOURI replacement pole, the transfer shall be in accordance with AT&T MISSOURI's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise AT&T MISSOURI and thereby authorize AT&T MISSOURI (or any joint user sharing the pole with AT&T MISSOURI) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) CLEC agrees to reimburse AT&T MISSOURI for the costs incurred by AT&T MISSOURI for work performed by AT&T MISSOURI on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by AT&T MISSOURI are for work performed in part for CLEC and in part for AT&T MISSOURI and third parties, CLEC shall only reimburse AT&T MISSOURI for CLEC's share of the costs.

## **ARTICLE 16: INSPECTION BY AT&T MISSOURI OF CLEC'S FACILITIES**

16.01 AT&T MISSOURI's Right to Make Periodic or Spot Inspections. AT&T MISSOURI shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to AT&T MISSOURI's poles or placed within AT&T MISSOURI's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to AT&T MISSOURI's poles or placed in AT&T MISSOURI's conduit system are in compliance with the terms of this Appendix and licenses hereunder, AT&T MISSOURI may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify AT&T MISSOURI in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. AT&T MISSOURI will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

16.03 Post-Construction Inspections. AT&T TEXAS, at CLEC's expense, may conduct a post-construction inspection of CLEC's attachment to AT&T TEXAS' poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T TEXAS will provide CLEC advance written notice of

proposed date and time of the post-construction inspection. CLEC may accompany AT&T TEXAS on the post-construction inspection.

## **ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in AT&T MISSOURI's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, AT&T MISSOURI may, without notice to any person or entity, remove from AT&T MISSOURI's poles or any part of AT&T MISSOURI's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if AT&T MISSOURI determines that such facilities are not the subject of any current license authorizing their continued attachment to AT&T MISSOURI's poles or occupancy of AT&T MISSOURI's conduit system and are not otherwise lawfully present on AT&T MISSOURI's poles or in AT&T MISSOURI's conduit system.

- (a) Before removing any such untagged or unmarked facilities, AT&T MISSOURI shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on AT&T MISSOURI's poles or in AT&T MISSOURI's conduit system.
- (b) AT&T MISSOURI shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on AT&T MISSOURI's poles or in AT&T MISSOURI's conduit system, AT&T MISSOURI shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise AT&T MISSOURI in writing of its schedule for tagging the facilities, or notify AT&T MISSOURI in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to AT&T MISSOURI the identity of the owner or other party thought by CLEC to be responsible for the facilities.
- (d) If any of CLEC's facilities for which no license is presently in effect are found attached to AT&T MISSOURI's poles or within any part of AT&T MISSOURI's conduit system or rights-of-way, AT&T MISSOURI shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to AT&T MISSOURI, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to AT&T MISSOURI for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from AT&T MISSOURI's poles, conduits or rights-of-way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if CLEC and its predecessors had continuously complied with all applicable AT&T MISSOURI licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment and/or occupancy fee in the amount of five hundred dollars (\$500.00) per unauthorized pole attachment and five hundred dollars (\$500.00) per unauthorized conduit foot. CLEC shall also rearrange or remove its unauthorized facilities at AT&T MISSOURI's request to comply with applicable placement standards and shall remove its facilities from any space occupied by

or assigned to AT&T MISSOURI or another entity within 30 days of receiving notice to do so. CLEC shall pay AT&T MISSOURI for all costs incurred by AT&T MISSOURI in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, AT&T MISSOURI shall by written notice advise CLEC to remove its unauthorized facilities within 60 days from the date of notice and CLEC shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T MISSOURI may, at AT&T MISSOURI's option, remove CLEC's facilities at CLEC's expense.

17.03 Updating of Plant Location Records. CLEC shall furnish AT&T MISSOURI, upon request, with such information as may from time to time be necessary for AT&T MISSOURI to correct and update AT&T MISSOURI's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

## ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

- (a) CLEC shall give AT&T MISSOURI, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of AT&T MISSOURI's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
- (b) CLEC shall, if requested by AT&T MISSOURI to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
- (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T MISSOURI's manholes (if AT&T MISSOURI would itself plug the ducts under the same circumstances) in accordance with the standards set by AT&T MISSOURI for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.
- (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from AT&T MISSOURI's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.
- (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to AT&T MISSOURI that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At AT&T MISSOURI's request, CLEC shall remove from AT&T MISSOURI's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided,

however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on AT&T MISSOURI's poles, in AT&T MISSOURI's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to AT&T MISSOURI's poles or any part of AT&T MISSOURI's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. CLEC shall remove its facilities from AT&T MISSOURI's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to AT&T MISSOURI's poles or the placement of such facilities in AT&T MISSOURI's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from AT&T MISSOURI's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.

18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to AT&T MISSOURI stating the date on which the removal of its facilities from AT&T MISSOURI's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to AT&T MISSOURI's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

18.06 Notice of AT&T MISSOURI's Intent to Remove Facilities. If CLEC fails to remove its facilities from AT&T MISSOURI's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, AT&T MISSOURI may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:

- (a) the date when AT&T MISSOURI plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
- (b) AT&T MISSOURI's plans with respect to disposition of the facilities removed; and
- (c) that CLEC's failure to remove the facilities or make alternative arrangements with AT&T MISSOURI for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.07 Removal of Facilities by AT&T MISSOURI. If AT&T MISSOURI removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse AT&T MISSOURI for AT&T MISSOURI's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be



attached to AT&T MISSOURI's poles or placed in AT&T MISSOURI's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.

18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to AT&T MISSOURI when it ceases to use facilities attached to AT&T MISSOURI's poles or placed in any part of AT&T MISSOURI's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

## ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Rates and Administrative Fees. The following rates and administrative fees shall apply during the terms of the parties' Interconnection Agreement and shall not be increased or decreased except as provided herein or by Commission order.

- (a) Rates for Pole Attachments and Conduit Occupancy. In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, CLEC shall pay AT&T MISSOURI rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the center point of the manhole. Pole attachment and conduit occupancy rates charged by AT&T MISSOURI to CLEC under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.
- (b) Administrative Fees. As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, AT&T MISSOURI shall be allowed to charge administrative fees to CLEC. The amount charged by AT&T MISSOURI to CLEC for administrative fees shall be identical to the amount charged by AT&T MISSOURI to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by AT&T MISSOURI to CLEC on a going-forward basis.
- (c) Partial Duct and Inner Duct Occupancy Rates. AT&T MISSOURI's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized rather than determined on a case-by-case basis which requires individual analysis of conduit sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A half-duct occupancy rate will apply to the first facility placed by CLEC in a previously unoccupied duct that has not been subdivided by inner duct if the presence of CLEC's cable facility does not render the other half of the duct unusable by others. A half-duct rate shall apply to each inner duct occupied. If the FCC promulgates rules governing rates for partial duct and inner duct occupancy, those rules shall apply, on a going forward basis, to partial duct and inner duct occupancy rates charged to CLEC by AT&T MISSOURI under this Appendix.

19.02 This section intentionally left blank.

19.03 Semiannual Attachment and Occupancy Fees. AT&T MISSOURI's semiannual fees for attachments to AT&T MISSOURI's poles and occupancy of AT&T MISSOURI's ducts and conduits are specified in Exhibit I. For all

attachments to AT&T MISSOURI's poles and occupancy of AT&T MISSOURI's ducts and conduits, CLEC agrees to pay AT&T MISSOURI's semiannual charges as specified in Exhibit I.

19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of pole attachments for which licenses have been issued as of the date of billing by AT&T MISSOURI, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by AT&T MISSOURI, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.

- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
- (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
- (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by AT&T MISSOURI pursuant to Section 9.05 of this Appendix, AT&T MISSOURI may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Missouri Public Service Commission following the filing by AT&T MISSOURI of any required study providing cost justification for the imposition of pre-license survey fees.

19.06 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. AT&T MISSOURI may recover from CLEC the costs of make-ready work performed by AT&T MISSOURI or persons acting on AT&T MISSOURI's behalf. AT&T MISSOURI may not require payment of the full amount in advance. CLEC will pay half of AT&T MISSOURI's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by AT&T MISSOURI to CLEC for make ready charges shall be due and payable 30 days after the date of the bill or invoice.

19.06A Charges for Work Performed by AT&T MISSOURI Employees. Except as otherwise specifically required by applicable commission orders, AT&T MISSOURI's charges to CLEC for work performed by AT&T MISSOURI employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over AT&T MISSOURI's charges for work performed by AT&T MISSOURI employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by AT&T MISSOURI to determine hourly rates for AT&T MISSOURI employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by AT&T MISSOURI to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

## ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. AT&T MISSOURI may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.02 of this Appendix.

- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, AT&T MISSOURI may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by AT&T MISSOURI if the work had been performed by contractors, subcontractors, or other persons selected directly by AT&T MISSOURI. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on AT&T MISSOURI's behalf.
- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to AT&T MISSOURI, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing AT&T MISSOURI 60 days written notice.
- (d) AT&T MISSOURI may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

## ARTICLE 21

(RESERVED)

## ARTICLE 22: INSURANCE

- 22.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.
- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name AT&T MISSOURI as an additional insured and shall include provisions requiring the insurer to give AT&T MISSOURI notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting AT&T MISSOURI's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
  - (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by AT&T MISSOURI.

- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on AT&T MISSOURI's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to AT&T MISSOURI for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.

22.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) CLEC shall submit to AT&T MISSOURI adequate proof (as determined by AT&T MISSOURI) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide AT&T MISSOURI with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to AT&T MISSOURI.
- (b) AT&T MISSOURI will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. AT&T MISSOURI will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and AT&T MISSOURI is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before AT&T MISSOURI will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from AT&T MISSOURI's poles, ducts, conduits, and rights-of-way.

22.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, AT&T MISSOURI may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to AT&T MISSOURI to obtain) the required coverage from another source. In the alternative, AT&T MISSOURI may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

## ARTICLE 23

(RESERVED)

### ARTICLE 24: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

24.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to AT&T MISSOURI, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way in this State.

24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of AT&T MISSOURI or any joint user, cause material damage to AT&T MISSOURI's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of AT&T MISSOURI or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T MISSOURI may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the AT&T MISSOURI construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

24.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

- (a) The notice shall set forth in reasonable detail:
  - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
  - (2) the action believed necessary to cure the alleged breach; and
  - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the

other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

## ARTICLE 25

(RESERVED)

## ARTICLE 26

(RESERVED)

## ARTICLE 27: CONFIDENTIALITY OF INFORMATION

27.01 Information Provided by CLEC to AT&T MISSOURI. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to AT&T MISSOURI in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about AT&T MISSOURI facilities. This article does not limit the use by AT&T MISSOURI of aggregate information relating to the occupancy and use of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way by firms other than AT&T MISSOURI (that is, information submitted by CLEC and aggregated by AT&T MISSOURI in a manner that does not directly or indirectly identify CLEC).

27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to AT&T MISSOURI in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03 to 28.06.

27.03 Permitted Uses of CLEC's Confidential or Proprietary Information. AT&T MISSOURI and persons acting on AT&T MISSOURI's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to AT&T MISSOURI's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and any AT&T MISSOURI facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing AT&T MISSOURI's obligations under this Appendix and similar agreements with third parties; (d) performing AT&T MISSOURI's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for AT&T MISSOURI's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining AT&T MISSOURI's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

27.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to AT&T MISSOURI's

records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

27.05 Defense of Claims. In the event of a dispute between AT&T MISSOURI and any person or entity, including CLEC, concerning AT&T MISSOURI's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T MISSOURI may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T MISSOURI shall not disclose CLEC's Proprietary or Confidential Information without first, at AT&T MISSOURI's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T MISSOURI from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T MISSOURI shall not disclose CLEC's proprietary or confidential information without first, at AT&T MISSOURI's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

## ARTICLE 28

(RESERVED)

## ARTICLE 29

(RESERVED)

## EXHIBIT I

### POLE AND CONDUIT ATTACHMENT RATES

AT&T MISSOURI may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing MCI's request for pole attachments and conduit space pursuant to SEC. 224 of the Telecommunications Act of 1996. The pole and conduit rates will be calculated using the FCC Rate formula on an annual basis as described in *47 C.F.R. 1.14*. These rates will be communicated to MCI no later than November 1<sup>st</sup> for the succeeding year.



## EXHIBIT II

### IDENTIFICATION OF APPLICANT (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: MCImetro Access Transmission Services LLC.

Applicant's principal place of business is located in the State of Virginia.

Applicant does business under the following assumed names:

\_\_\_\_\_.

Applicant is:

☒ a corporation organized under the laws of the State of Delaware, charter no. \_\_\_\_\_;

☐ a partnership organized under the laws of the State of \_\_\_\_\_; or

☐ another entity, as follows: \_\_\_\_\_.

Applicant represents that Applicant is:

☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

### EXHIBIT III

#### ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by AT&T MISSOURI to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by AT&T MISSOURI to CLEC and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

## EXHIBIT IV

### INSURANCE REQUIREMENTS (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect AT&T MISSOURI from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to AT&T MISSOURI. AT&T MISSOURI shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with AT&T MISSOURI added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

1) Personal Injury and Advertising Injury coverage.

2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.

4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.

7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding AT&T MISSOURI as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting AT&T MISSOURI from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of AT&T MISSOURI's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of AT&T MISSOURI.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to AT&T MISSOURI, must be received by AT&T MISSOURI prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate AT&T MISSOURI as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet AT&T MISSOURI's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet AT&T MISSOURI's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
12930 Olive Street Road, Floor 2  
Creve Couer, Missouri 63141  
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from AT&T MISSOURI to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by AT&T MISSOURI of any rights under the Agreement.

10) Rating of Insurers. AT&T MISSOURI requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

## EXHIBIT V

### NONDISCLOSURE AGREEMENT (MISSOURI)

#### Nondisclosure Agreement (AT&T MISSOURI Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has been entered into by and between Southwestern Bell Telephone Company d/b/a ("AT&T MISSOURI"), a Texas Limited Partnership, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by AT&T MISSOURI. The parties stipulate and agree as follows:

1) AT&T MISSOURI maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which AT&T MISSOURI owns or controls. AT&T MISSOURI represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which AT&T MISSOURI intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including AT&T MISSOURI's competitors.

2) AT&T MISSOURI has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by AT&T MISSOURI.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T MISSOURI, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to AT&T MISSOURI's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize AT&T MISSOURI's poles, ducts, conduits, and rights-of-way.

4) AT&T MISSOURI agrees that permitted uses of records and information concerning AT&T MISSOURI's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by AT&T MISSOURI are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by AT&T MISSOURI not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to AT&T MISSOURI's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such

records to any person or entity which has not executed and delivered to AT&T MISSOURI a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without AT&T MISSOURI's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of AT&T MISSOURI's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any AT&T MISSOURI records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by AT&T MISSOURI to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of AT&T MISSOURI's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (AT&T MISSOURI POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T MISSOURI's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by AT&T MISSOURI (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by AT&T MISSOURI and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify AT&T MISSOURI in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, AT&T MISSOURI may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that AT&T MISSOURI's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to AT&T MISSOURI. In the event of any breach of this Agreement for which legal or equitable relief is sought, AT&T MISSOURI shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by AT&T MISSOURI in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree

that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.



EXHIBIT VI  
NOTICES TO CLEC  
(MISSOURI)

**EXHIBIT VII**  
**NOTICES TO AT&T MISSOURI**  
**(MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to AT&T MISSOURI shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to AT&T MISSOURI's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01 Notification of Designation of Primary Point of Contact

7.03(a) Notification of intent to review records

8.XX All Notifications in Article 8

9.XX All Notifications in Article 9

10.05(e) Notification Regarding Make-Ready Work

12.03(d) Notification of placing J-hook on non-licensed pole

12.04 Notification of occupation of maintenance duct for short-term use

12.06 Notification of CLEC's maintenance contact

13.01 Notification of planned modifications

14.02(c) Notification of CLEC's desire to add to or modify its existing attachment

15.02(b) Notification of occupation of maintenance duct for short-term emergency use

15.03 Notification of emergency repair coordinators

16.01 Notification that facilities have been brought into compliance

17.02(c) Disclaimer of ownership or responsibility for untagged facilities

18.01(a) Notice of intent to remove facilities

18.01(e) Notice of intent to terminate license

18.06 Notification of AT&T MISSOURI's intent to remove CLEC's facilities

20.01(c) Notification of change of bond

24.01 Notification of termination

24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to AT&T MISSOURI's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a) Notifications relating to electrical interference

6.09(h) Notifications of unsafe conditions

6.11(a) Notification of manhole entry

6.13(c) Notification of environmental contaminants

10.02(b) Notification of materials required for self-provisioning of inner duct

15.04 Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to AT&T MISSOURI concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by AT&T MISSOURI from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

## EXHIBIT VIII

### IDENTIFICATION OF UTILITY LIAISON SUPERVISOR

#### (MISSOURI)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name:

Title: Utility Liaison Supervisor

Firm: AT&T MISSOURI

Address: 12930 Olive Street Road, Floor 2  
City/State/Zip: Creve Couer, Missouri 63141

## APPENDIX UNES

## TABLE OF CONTENTS

1	INTRODUCTION .....	3
2	GENERAL TERMS AND CONDITIONS.....	3
3	INTENTIONALLY OMITTED .....	6
4	ACCESS TO LAWFUL UNE CONNECTION METHODS.....	6
5	TRANSITION PROCEDURE FOR ELEMENTS THAT ARE DECLASSIFIED DURING THE TERM OF THE AGREEMENT .....	8
6	CONVERSION OF WHOLESALE SERVICES TO LAWFUL UNES .....	9
7	COMMINGLING.....	10
8	NETWORK INTERFACE DEVICE.....	11
9	LAWFUL UNE LOCAL LOOP .....	13
10	LAWFUL UNE SUBLOOP .....	18
11	ENGINEERING CONTROLLED SPLICE (ECS).....	25
12	LAWFUL UNE DARK FIBER .....	27
13	TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P .....	33
14	INTENTIONALLY OMITTED.....	35
15	LAWFUL UNE DEDICATED TRANSPORT .....	35
18	OPERATIONS SUPPORT SYSTEMS FUNCTIONS.....	38
19	CROSS CONNECTS .....	39
20	PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS.....	39
21	INTENTIONALLY OMITTED.....	43
22	ENHANCED EXTENDED LOOPS (EELS) .....	43

## 1 INTRODUCTION

- 1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T MISSOURI agrees to furnish MCIIm with access to unbundled Network Elements under Section 251(c)(3) of the Act in AT&T MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by MCIIm (hereafter, "sec. 251(c)(3) UNEs") and access to other Network Elements and services, including 271 Elements as defined in Section 7.7 of this Appendix UNE. At MCIIm's request, AT&T MISSOURI shall provide nondiscriminatory access to sec. 251(c)(3) UNEs at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T MISSOURI shall provide such sec. 251(c)(3) UNEs in a manner that allows MCIIm to combine such elements in order to provide a Telecommunications Service.
  - 1.1.1 Sec. 251(c)(3) UNEs and Declassification. Anything to the contrary in this Appendix UNE notwithstanding, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.
  - 1.1.2 Intentionally Omitted.
  - 1.1.3 Intentionally Omitted.
  - 1.1.4 Intentionally Omitted.
- 1.2 Intentionally Omitted.
- 1.3 MCIIm may request new, undefined sec. 251(c)(3) UNEs in accordance with the Bona Fide Request Process.
- 1.4 The prices at which AT&T MISSOURI agrees to provide MCIIm with sec. 251(c)(3) UNEs are contained in the applicable Appendix Pricing.
- 1.5 Intentionally Omitted.

## 2 GENERAL TERMS AND CONDITIONS

- 2.1 AT&T MISSOURI and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with AT&T MISSOURI's network at any point designated by MCIIm, provided such point is technically feasible, for access to sec. 251(c)(3) UNEs for the provision by MCIIm of a Telecommunications Service.
- 2.2 AT&T MISSOURI will provide MCIIm nondiscriminatory access to sec. 251(c)(3) UNEs :
  - 2.2.1 at any technically feasible point;
  - 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

- 2.2.3 in a manner that allows MCIm to provide a Telecommunications Service that may be offered by means of that sec. 251(c)(3) UNEs ;
  - 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested sec. 251(c)(3) UNEs to be provided separately from access to other elements, and for a separate charge;
  - 2.2.5 with technical information about AT&T MISSOURI's network facilities sufficient to allow MCIm to achieve access to sec. 251(c)(3) UNEs consistent with the requirements of this Appendix;
  - 2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a Telecommunications Service in a manner it intends;
  - 2.2.7 in a manner that allows MCIm purchasing access to sec. 251(c)(3) UNEs to use such sec. 251(c)(3) UNEs to provide exchange access service to itself in order to provide inter-exchange services to subscribers;
  - 2.2.8 where applicable, terms and conditions of access to sec. 251(c)(3) UNEs shall be no less favorable than terms and conditions under which AT&T MISSOURI provides such elements to itself;
  - 2.2.9 Intentionally Omitted.
  - 2.2.10 Except upon request of MCIm, AT&T MISSOURI shall not separate MCIm-requested sec. 251(c)(3) UNEs that are currently combined. (47 CFR § 51.315(b)). AT&T MISSOURI is not prohibited from or otherwise limited in separating any sec. 251(c)(3) UNEs not requested by MCIm or a Telecommunications Carrier, including without limitation in order to provide a sec. 251(c)(3) UNEs or other AT&T MISSOURI offering(s). At MCIm's request, AT&T MISSOURI shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. AT&T MISSOURI may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination. AT&T MISSOURI may not require MCIm to combine Network Elements. AT&T MISSOURI shall not separate Network Elements that are already combined on AT&T MISSOURI's Network unless requested by MCIm.
- 2.3 MCIm may use a Network Element or a combination of Network Elements (including, without limitation, all network elements referred to as a sec. 251(c)(3) UNE under this Agreement) for the provision of any Telecommunications Services; provided, however, that MCIm may not use a Network Element or combination (including, without limitation, all network elements referred to as a sec. 251(c)(3) UNE under this Agreement) to provide exclusively mobile wireless telecommunications service or interexchange service (i.e., telecommunications service between stations in different exchange areas).
- 2.4 When MCIm is purchasing a sec. 251(c)(3) UNE, AT&T MISSOURI will permit MCIm exclusive use of that facility for a period of time, and when MCIm is purchasing access to a feature, function, or capability of a facility, AT&T MISSOURI will provide use of that feature, function, or capability for a period of time.



- 2.5 AT&T MISSOURI will maintain, repair, or replace sec. 251(c)(3) UNEs as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the sec. 251(c)(3) UNE and access to such sec. 251(c)(3) UNE shall be at least equal to what AT&T MISSOURI provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 Sec. 251(c)(3) UNEs provided to MCIIm under the provisions of this Appendix shall remain the property of AT&T MISSOURI.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of sec. 251(c)(3) UNEs
  - 2.11.1 Each sec. 251(c)(3) UNE will be provided in accordance with industry standards, if applicable.
  - 2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.
  - 2.11.3 AT&T MISSOURI may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCIIm orders for sec. 251(c)(3) UNEs from, and AT&T MISSOURI's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T MISSOURI places on itself for orders from its End Users.
- 2.12 AT&T MISSOURI shall offer each sec. 251(c)(3) UNE individually or in combination as set forth in this Appendix UNE. AT&T MISSOURI may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination. AT&T MISSOURI shall not separate sec. 251(c)(3) UNEs that are already combined on AT&T MISSOURI's network unless requested by MCIIm.
- 2.13 For each sec. 251(c)(3) UNE, AT&T MISSOURI shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where AT&T MISSOURI provides contiguous sec. 251(c)(3) UNEs to MCIIm, AT&T MISSOURI will provide the existing interconnections and no demarcation point shall exist between such contiguous sec. 251(c)(3) UNEs.
- 2.14 MCIIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services;

provided, however, that AT&T MISSOURI fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.15 Intentionally Omitted.

3 INTENTIONALLY OMITTED

4 ACCESS TO LAWFUL UNE CONNECTION METHODS

4.1 This Section describes the optional connection methods under which AT&T MISSOURI agrees to provide MCIIm with access on an unbundled basis to loops, and dedicated transport and the conditions under which AT&T MISSOURI makes these methods available. These methods provide MCIIm access to multiple AT&T MISSOURI sec. 251(c)(3) UNEs which MCIIm may then combine. The methods listed below provide MCIIm with access to sec. 251(c)(3) UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.1.1 Subject to availability of space and equipment, MCIIm may use the methods listed below to access and combine unbundled Local Loops, and unbundled Dedicated Transport within a requested AT&T MISSOURI Central Office.

4.1.1.1 (Method 1)

4.1.1.1.1 AT&T MISSOURI will extend AT&T MISSOURI sec. 251(c)(3) UNEs requiring cross connection to MCIIm's Physical or Virtual Collocation Point of Termination (POT) when MCIIm is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the sec. 251(c)(3) UNEs which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

4.1.1.2.1 AT&T MISSOURI will extend AT&T MISSOURI sec. 251(c)(3) UNEs that require cross connection to MCIIm's sec. 251(c)(3) UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the sec. 251(c)(3) UNEs which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 AT&T MISSOURI will extend AT&T MISSOURI sec. 251(c)(3) UNEs to MCIIm's sec. 251(c)(3) UNE frame that is located outside the AT&T MISSOURI Central Office where the sec. 251(c)(3) UNEs are to be combined in a closure such as a cabinet provided by AT&T MISSOURI on AT&T MISSOURI property.

- 4.2 The following terms and conditions apply to all methods when AT&T MISSOURI provides access to Combinations:
- 4.2.1 Within ten (10) business days of receipt of a written request for access to sec. 251(c)(3) UNEs involving three (3) or fewer Central Offices, AT&T MISSOURI will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to sec. 251(c)(3) UNEs.
  - 4.2.2 Access to sec. 251(c)(3) UNEs via Method 1 is only available to Physically Collocated CLECs. Access to sec. 251(c)(3) UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AT&T MISSOURI Central Office space and equipment.
  - 4.2.3 The CLEC may cancel the request at any time, but will pay AT&T MISSOURI's reasonable and demonstrable costs for modifying AT&T MISSOURI's Central Office up to the date of cancellation.
  - 4.2.4 MCIm may elect to access AT&T MISSOURI's sec. 251(c)(3) UNEs through Physical Collocation arrangements.
  - 4.2.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.
  - 4.2.6 MCIm shall refer trouble it has sectionalized in the AT&T MISSOURI sec. 251(c)(3) UNE to AT&T MISSOURI.
  - 4.2.7 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect sec. 251(c)(3) UNEs.
  - 4.2.8 All tools, procedures, and equipment used by MCIm to connect to AT&T MISSOURI's network shall comply with technical standards set out in AT&T Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.
  - 4.2.9 MCIm shall designate each sec. 251(c)(3) UNE being ordered from AT&T MISSOURI. MCIm shall provide an interface to receive assignment information from AT&T MISSOURI regarding location of the sec. 251(c)(3) UNEs. This interface may be manual or mechanized.
  - 4.2.10 AT&T MISSOURI will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T MISSOURI shall be referred to such contact numbers.
  - 4.2.11 The use of cellular telephones or two-way pagers is not permitted in AT&T MISSOURI equipment areas.

5 TRANSITION PROCEDURE FOR ELEMENTS THAT ARE DECLASSIFIED DURING THE TERM OF THE AGREEMENT

- 5.1 AT&T MISSOURI agrees to continue providing the Transition Elements that are the subject of the transition periods set forth in Sections 9.3.2, 9.4.2, 12.11, and 15.3.3, during the applicable transition period (and thereafter to the extent specified for a given alternative service arrangement) as set forth in this Appendix. No later than thirty (30) days prior to the end of the applicable transition period specified in Sections 9.3.2, 9.4.2, 12.11, and 15.3.3, MCIm shall designate one of the following alternative service arrangements for each Network Element subject to one of the transition periods described in this Appendix ("Transition Element").
- 5.1.1 Conversion to Access Service. Until March 11, 2006, MCIm may elect to convert a Transition Element to the analogous access service, if available. Where the Transition Elements are converted to an analogous access service, from and after the date on which AT&T MISSOURI processes MCIm's order, AT&T MISSOURI shall provide such access services at the rates applicable under the term plan selected by MCIm, and in accordance with the terms and conditions, of AT&T MISSOURI's applicable access tariff, with the effective bill date being the first day following the date on which AT&T MISSOURI processes MCIm's order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section 7 AT&T MISSOURI will commingle the converted Transition Element(s) under this Section 5.1.1 with other MCIm or MCIm-purchased services or facilities (including, but not limited to, other Network Elements purchased by MCIm from AT&T MISSOURI).
- 5.1.2 Conversion to Resale Arrangement. Until March 11, 2006, MCIm may elect to convert a Transition Element to a resale arrangement (either under this Agreement or otherwise). Where the Transition Elements are converted to a resale arrangement, from and after the date on which AT&T MISSOURI processes MCIm's order, AT&T MISSOURI shall provide such resale arrangements under the rates, terms, and conditions applicable under this Agreement (or if applicable, the relevant AT&T MISSOURI tariff subject to the Commission-approved wholesale discount), with the effective bill date being the first day following the date on which AT&T MISSOURI processes MCIm's order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis.
- 5.1.3 Conversion to Alternative AT&T MISSOURI Service Arrangement. Until March 11, 2006, MCIm and AT&T MISSOURI may mutually agree to convert a Transition Element to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed-upon by the Parties.
- 5.1.4 Conversion to Section 271 Element. Until March 11, 2006, MCIm may elect to convert a Transition Element to the analogous Section 271 element or service, where applicable. Where the Transition Elements are converted to an analogous Section 271 element or service, from and after the date on which AT&T MISSOURI processes MCIm's order, and unless previously determined by a governmental body or by mutual agreement of the Parties, AT&T MISSOURI shall provide such elements or services at the rates in effect under

Section 251(d) of the Act on the date AT&T MISSOURI's Section 271 application for the State was approved by the FCC (the effective bill date being the first day following the date on which AT&T MISSOURI processes MCIm's order). Conversion to an analogous Section 271 element or service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section 7, AT&T MISSOURI will commingle the converted Transition Element(s) under this Section [5.1.4] with other MCIm or MCIm-purchased services or facilities (including, but not limited to, other Network Elements purchased by MCIm from AT&T MISSOURI).

5.1.5 Intentionally Omitted.

5.1.6 Intentionally Omitted.

5.1.7 Intentionally Omitted.

5.2 At the end of the applicable transition period, if MCIm has not designated an Alternative Service Arrangement for a Transition Element, AT&T MISSOURI may convert such Transition Elements to an analogous access service, if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of AT&T MISSOURI's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, AT&T MISSOURI may disconnect such Transition Elements.

## 6 CONVERSION OF WHOLESALE SERVICES TO SEC. 251(c)(3) UNES

6.1 Upon MCIm's request, AT&T MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent sec. 251(c)(3) UNE, or Combination of sec. 251(c)(3) UNES, that is available to MCIm under this Appendix UNE..

6.2 Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after MCIm's request. For purposes of this Agreement, the Parties acknowledge that MCIm has purchased a number of "special access" circuits from AT&T MISSOURI that terminate to an MCIm collocation cage. AT&T MISSOURI agrees that MCIm may request the conversion of such special access circuits on a "project" basis by submitting a spreadsheet to AT&T MISSOURI describing the circuits. In accordance with the requirements of Section 6.4 below, AT&T MISSOURI shall process such conversions within thirty (30) days of MCIm's request and shall reflect billing changes as described above. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T MISSOURI agrees to process MCIm's conversion requests on a case-by-case basis and without delay.

6.3 AT&T MISSOURI shall perform any conversion from a wholesale service or group of wholesale services to a sec. 251(c)(3) UNE or Combination of sec. 251(c)(3) UNES, provided that any service interruption will not be discernable to the end user customers.

6.4 Except as otherwise agreed to by the Parties, AT&T MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale

service or group of wholesale services and a sec. 251(c)(3) UNE or Combination of sec. 251(c)(3) UNEs.

6.4.1 Intentionally Omitted.

6.5 Intentionally Omitted.

6.6 Intentionally Omitted.

6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7.0 and Section 22 below.

## 7 COMMINGLING

7.1 Subject to the provisions of this Agreement (including Sections 21 (Lawful UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), AT&T MISSOURI shall permit MCI to Commingle a sec. 251(c)(3) UNE or a combination of sec. 251(c)(3) UNEs with facilities or services obtained at wholesale from AT&T MISSOURI.

### 7.2 Definitions

7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a sec. 251(c)(3) UNE, or a combination of sec. 251(c)(3) UNEs, to one or more facilities or services that MCI has obtained at wholesale from AT&T MISSOURI pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a sec. 251(c)(3) UNE, or a combination of sec. 251(c)(3) UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.

### 7.3 Commingling Requirements

7.3.1 Upon MCI's request, AT&T MISSOURI shall perform the functions necessary to Commingle a sec. 251(c)(3) UNE or a Combination of sec. 251(c)(3) UNEs with one or more facilities or services that MCI has obtained at wholesale from AT&T MISSOURI.

7.3.2 AT&T MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on the AT&T website "CLEC Online." Once that list is included in the CLEC Handbook or posted on the website, whichever is earlier, MCI will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

7.3.3 Any MCI request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the Bona Fide Request (BFR) process set forth elsewhere in this Agreement.

- 7.3.3.1 In any such BFR, MCIm must designate among other things the sec. 251(c)(3) UNE(s), combination of sec. 251(c)(3) UNEs, and the facilities or services that MCIm has obtained at wholesale from AT&T MISSOURI sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 7.4 Intentionally Omitted.
- 7.5 Ratcheting
  - 7.5.1 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any AT&T Missouri tariff, including without limitation SWBT Tariff F.C.C. No. 73 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any sec. 251(c)(3) UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.
- 7.6 Tariffs
  - 7.6.1 See FCC Tariff No. 2, Section 5.2.1.
- 7.7 AT&T MISSOURI agrees that MCIm may Commingle any elements that it is required to provide pursuant to Section 271 of the Act ("271 Elements") or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). AT&T MISSOURI shall provide MCIm with access to these 271 Elements on a non-discriminatory basis in accordance with the terms and conditions of this Agreement for the corresponding sec. 251(c)(3) UNE and at just, reasonable and non-discriminatory prices
- 7.8 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 7.9 Unless expressly prohibited by the terms of this Appendix UNE, AT&T MISSOURI shall permit MCIm to Commingle a sec. 251(c)(3) UNE or a Combination of sec. 251(c)(3) UNEs with wholesale (i) services obtained from AT&T MISSOURI, (ii) services obtained from third parties or (ii) facilities provided by MCIm. For purposes of example only, MCIm may Commingle sec. 251(c)(3) UNEs or Combinations of sec. 251(c)(3) UNEs with other services and facilities including, but not limited to, switched and special access services, and services purchased under resale arrangements with AT&T MISSOURI.

## 8 NETWORK INTERFACE DEVICE

- 8.1 The sec. 251(c)(3) unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to AT&T MISSOURI's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, AT&T MISSOURI offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI's access to the NID is offered as specified below.
- 8.2 AT&T MISSOURI shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through AT&T MISSOURI's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.
- 8.3 Access to Network Interface Device
- 8.3.1 Due to the wide variety of NIDs utilized by AT&T MISSOURI (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:
- 8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or
  - 8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or
  - 8.3.1.3 Request AT&T MISSOURI to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
  - 8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T MISSOURI will work with MCI to develop specific procedures to establish the most effective means of implementing this Section.
  - 8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, MCI will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T MISSOURI's NID where necessary.
  - 8.3.1.6 AT&T MISSOURI, at the request of MCI who has constructed its own NID at a premises and needs only to make contact with AT&T MISSOURI's NID, will disconnect the customer's wiring from AT&T MISSOURI's NID and reconnect it to MCI's NID at no extra charge for this reconnection.



- 8.3.1.7 If MCIm requests any additional type of access to the NID not specifically referenced above, MCIm and AT&T MISSOURI will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

#### 8.4 Technical Requirements

- 8.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T MISSOURI's facilities, for the distribution media and/or cross connect to MCIm's NID, and shall maintain a connection to ground.
- 8.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 8.4.3 Where an AT&T MISSOURI NID exists, it is provided in its "as is" condition. MCIm may request AT&T MISSOURI do additional work to the NID in accordance with other provisions herein.
- 8.4.4 The AT&T MISSOURI NIDs that MCIm uses under this Appendix will be existing NIDs installed by AT&T MISSOURI to serve its end user customers.
- 8.4.5 Upon request, AT&T MISSOURI will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the NID. In such cases, a NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the NID location information provided to MCIm prior to the dispatch request was inaccurate. AT&T MISSOURI shall apply Time and Material charges for Premises Visits at parity with what AT&T MISSOURI charges its retail end users customers.
- 8.4.6 MCIm shall not attach to or disconnect AT&T MISSOURI's ground. MCIm shall not cut or disconnect AT&T MISSOURI's loop from the NID and/or its protector. MCIm shall not cut any other leads in the NID.

### 9 SECTION 251(c)(3) LOCAL LOOP

#### 9.1 Definitions:

- 9.1.1 A sec.251(c)(3) Local Loop (hereafter, "Loop") means a transmission facility between a distribution frame (or its equivalent) in AT&T MISSOURI's Central Office and the loop demarcation point (marking the end of AT&T MISSOURI's control of the Loop) at a end user customer premises, including inside wire owned by AT&T MISSOURI. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term Loop includes, but is not limited to, DS1, DS3, and Dark Fiber Loops.

- 9.1.2 A "Hybrid Loop" is a Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 9.1.3 A "Fiber-to-the-Home Loop" is a Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.
  - 9.1.3.1 A "Fiber-to-the-Curb Loop" is a Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.
- 9.1.4 A "DS1 Loop" is a digital Loop having a total digital signal speed of 1.544 megabytes per second.
- 9.1.5 A 2-Wire analog Loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.1.6 A 4-Wire analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.
- 9.1.7 A 2-Wire 160 Kbps digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 9.1.8 A 4-Wire 1.544 Mbps digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 9.1.9 The DS3 Loop provides a digital, 44.736 Mbps transmission facility from AT&T MISSOURI's Central Office to the End User premises.
- 9.1.10 xDSL-Capable Loop: See Appendix xDSL.
- 9.2 Copper Loops. AT&T MISSOURI shall provide to MCIm, upon MCIm's request, copper Loops on an unbundled basis. A copper Loop is a stand-alone Local Loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned at CLEC request and subject to charges as set forth in Appendix XDSL, to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the copper Loops are in service, or held as spares, or newly deployed. Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
  - 9.2.1 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a Fiber-to-the-Home Loop, AT&T MISSOURI shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

- 9.3 DS1 Loops. Subject to the cap set forth in Section 9.3.1, AT&T shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required from AT&T MISSOURI in that Wire Center, except as otherwise set forth in this Appendix.
- 9.3.1 Cap on unbundled DS1 Loop circuits. MCIm may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.
- 9.3.2 Transition period for DS1 Loops.
- 9.3.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop that MCIm leases from AT&T MISSOURI as of that date, but which AT&T is not obligated to unbundled pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules as of that date, shall be available for lease from AT&T MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCIm paid for the DS1 Loop on June 15, 2004; or (b) 115 percent (115%) of the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that DS1 Loop. Where AT&T MISSOURI is not required on March 11, 2005 to provide unbundled DS1 Loops pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules, MCIm may not obtain new DS1 Loops as a sec. 251(c)(3) UNE, except as otherwise set forth in this Appendix.
- 9.3.2.2 For a 12-month period beginning on the Determination Date (as defined below), any DS1 Loop that MCIm leases from AT&T MISSOURI as of that date, but which AT&T MISSOURI is not obligated to unbundle pursuant to Sections 51.319(a)(4)(i) or 51.319(a)(4)(ii) of the FCC's rules as of that date, shall be available for lease from AT&T MISSOURI at a rate equal to 115 percent (115%) of the rate MCIm paid for the DS1 Loop on the Determination Date.
- 9.4 DS3 Loops. Subject to the cap described in Section 9.2.1, AT&T shall provide MCIm, upon MCIm's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.3, once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T MISSOURI in that Wire Center, except as otherwise set forth in this Appendix. DS3 Loops are digital local Loops having a total digital signal speed of 44.736 megabytes per second.
- 9.4.1 Cap on unbundled DS3 Loops. MCIm may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.
- 9.4.2 Transition period for DS3 Loops.
- 9.4.2.1 For a 12-month period beginning on March 11, 2005, any DS3 Loop that MCIm leases from AT&T MISSOURI as of that date, but which AT&T is not obligated to unbundle pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules as of that date, shall be available for lease from AT&T MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCIm paid for the DS3 Loop on June 15, 2004; or (b) 115 percent (115%) of

the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that DS3 Loop. Where AT&T MISSOURI is not required to provide unbundled DS3 Loops pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules on March 11, 2005, MCI may not obtain new DS3 Loops as sec. 251(c)(3) UNEs, except as otherwise set forth in this Appendix.

- 9.4.2.2 For a 12-month period beginning on the Determination Date, any DS3 Loop that MCI leases from AT&T MISSOURI as of that date, but which AT&T MISSOURI is not obligated to unbundle pursuant to Sections 51.319(a)(5)(i) or 51.319(a)(5)(ii) of the FCC's rules as of that date, shall be available for lease from AT&T at a rate equal to 115 percent (115%) of the rate MCI paid for the DS3 Loop on the Determination Date.

9.5 Intentionally Omitted.

9.6 Hybrid Loops. AT&T MISSOURI is not required to provide to MCI unbundled access to the packet switched features, functions and capabilities of its Hybrid Loops.

- 9.6.1 Notwithstanding Section 9.3 above, When MCI seeks access to a Hybrid Loop for the provision of broadband services, AT&T MISSOURI shall provide MCI with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between AT&T MISSOURI's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.

- 9.6.2 Notwithstanding Section 9.3, when MCI seeks access to a Hybrid Loop for the provision of narrowband services, AT&T MISSOURI may either:

- 9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

- 9.6.2.2 Provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis.

9.7 Fiber-to-the-Home Loops.

- 9.7.1 New builds. AT&T MISSOURI shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T MISSOURI deploys such a Loop to an end user customer premises that previously has not been served by any Loop facility.

- 9.7.2 Overbuilds. AT&T MISSOURI shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T MISSOURI has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- 9.7.2.1 AT&T MISSOURI must (i) maintain the existing copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCIm nondiscriminatory access to that copper Loop on an unbundled basis, upon MCIm's request unless AT&T MISSOURI retires the copper Loop.
  - 9.7.2.2 If AT&T MISSOURI maintains the existing Lawful UNE Copper Loop, AT&T MISSOURI need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case AT&T MISSOURI shall restore the Lawful UNE copper Loop to serviceable condition upon MCIm's request.
  - 9.7.2.3 If AT&T MISSOURI retires the copper Loop, AT&T MISSOURI shall provide MCIm, upon MCIm's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.
- 9.8 Intentionally Omitted.
- 9.9 Routine Network Modifications – Loops:
- 9.9.1 AT&T MISSOURI shall make routine network modifications to Loop facilities used by MCIm where the requested Loop facility has already been constructed. AT&T MISSOURI shall perform routine network modifications to Loop facilities in a nondiscriminatory fashion, without regard to whether the Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
  - 9.9.2 A routine network modification is an activity that AT&T MISSOURI regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T MISSOURI ordinarily attaches to a DS1 Loop to activate such loop for its own End Users. For routine network modification for sec. 251(c)(3) Dark Fiber Loops, see section 12.11 of this Appendix. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include constructing new loops, installing new cable, securing permits or rights-of-way, or; constructing new manholes, or conduits, or installing new terminals for MCIm, and AT&T MISSOURI is not obligated to perform those activities for MCIm.
    - 9.9.2.1 AT&T MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T MISSOURI's retail customers.
    - 9.9.2.2 Intentionally Omitted.
  - 9.9.3 AT&T MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in Appendix Pricing.

- 9.10 AT&T MISSOURI will provide MCIm with access to Loops regardless of whether AT&T MISSOURI uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular Loop sought by MCIm. Where available, AT&T MISSOURI will move the requested Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) Loop(s) at no additional charge. If, however, no such facilities are available, AT&T MISSOURI will notify MCIm of the lack of available facilities within two (2) business days.
- 9.10.1 If MCIm requests one or more Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T MISSOURI will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCIm. If, however, no spare Loop is available, AT&T MISSOURI will within two (2) Business Days, excluding weekends and holidays, of MCIm's request, notify MCIm of the lack of available facilities.
- 9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCIm pursuant to Section 9.10 not otherwise recovered through existing nonrecurring or recurring rates for Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 9.12 When a Loop is ordered to a high voltage area, the Parties understand and agree that the Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and MCIm's end user customer. Therefore, any request by MCIm for a Loop to a high voltage area will be submitted by MCIm to AT&T MISSOURI via the BFR process set forth in Appendix BFR and MCIm shall be required to pay AT&T MISSOURI for any HVPE that is provisioned by AT&T MISSOURI to MCIm in connection with MCIm's Loop order to the high voltage area.
- 9.13 The Parties acknowledge and agree that AT&T MISSOURI shall not be obligated to provision any of the Loops provided for herein to cellular cites or to any other location that does not constitute an End User Customer premises.
- 9.14 MCIm agrees to operate each Loop type within the technical descriptions and parameters accepted within the industry.
- 10 SEC. 251(c)(3) SUBLOOP
- 10.1. A "sec. 251(c)(3) subloop (hereafter, "Subloop") is a portion of a copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in AT&T MISSOURI's outside plant, including inside wire owned or controlled by AT&T MISSOURI, and the customer premises. A Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the Subloop. Subloops include two-wire and four-wire analog voice-grade Subloops as well as two-wire and four-wire Subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the Subloops are in service or held as spares.
- 10.1.1. A point of technically feasible access is any point in AT&T MISSOURI's outside plant where a technician can access the copper wire within a cable without removing a splice

case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

## 10.2 Definitions pertaining to the Subloop:

- 10.2.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 10.2.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 10.2.4 "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps Subloop transport.
- 10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 10.2.8 "SPOI" is defined as a Single Point of Interconnection.
- 10.2.9 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross-connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 10.2.10 "Term-to-NID Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID Subloop includes use of the Network Terminating Wire (NTW).

## 10.3 Subloops.

- 10.3.1 AT&T MISSOURI shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Subloops on an unbundled basis, including but not limited to:
  - 10.3.1.1 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

- 10.3.1.2 4-Wire Analog Subloop provides a 4-wire loop (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 10.3.1.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 10.3.1.4 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.
- 10.3.1.5 xDSL Subloop is as defined in the xDSL Appendix and will be available to MCIm in AT&T MISSOURI in those instances where MCIm has an approved and effective xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL Appendix, the xDSL Subloop is subject to the Subloop terms and conditions set forth in this Section 10, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL Appendix as to the xDSL Subloop and the Subloop provisions set forth in this Section 10, the Subloop provisions set forth in this Section 10 shall control.

#### 10.3.2 Subloops for Multiunit Premises Access and NIDs

- 10.3.2.1 Subloops for access to multiunit premises wiring. AT&T MISSOURI shall provide MCIm, upon MCIm's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that MCIm seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in AT&T MISSOURI's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by AT&T MISSOURI at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of AT&T MISSOURI's network as defined in Section 68.3 of the FCC's Rules.
- 10.3.2.2 AT&T MISSOURI will construct a SPOI only to those Multi-Unit premises where AT&T MISSOURI has distribution facilities to the premises and AT&T MISSOURI either owns controls or leases the inside wire, if any at such premises. If AT&T MISSOURI has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. AT&T MISSOURI's obligation to build a SPOI for multi-unit premises only arises when MCIm indicates that it will place an order for a Subloop network element via a SPOI. This obligation is in addition to AT&T MISSOURI's obligation to provide nondiscriminatory access to Subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of AT&T MISSOURI under forward-looking



pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

10.4 Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to Subloops

10.5.1 Access to terminals for Subloops is defined to include:

10.5.1.1 any technically feasible point, near the end user customer's premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 MCI may request access to the following Subloop segments:

FROM	TO
1. Intentionally Omitted	Intentionally Omitted
2. Intentionally Omitted	Intentionally Omitted
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. Network Interface Device	Stand Alone
7. SPOI (Single Point of Interface) <sup>1</sup>	Network Interface Device
8. Intentionally Omitted	Intentionally Omitted
9. Intentionally Omitted	Intentionally Omitted
10. Intentionally Omitted	Intentionally Omitted

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Subloop circuit(s).

---

<sup>1</sup> Provided using the BFR Process. In addition, if MCI requests an Interconnection Point which has not been identified, MCI will need to submit a BFR.

- 10.7.2 Spare Subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.
  - 10.7.3 Provisioning intervals for Subloops shall be governed by MCIm's state-specific contract interval for the stand-alone, full sec. 251(c)(3) UNE. For example, the provisioning interval for DSL-capable Subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable Loop.
- 10.8 Maintenance:
- 10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the Subloop from the AT&T MISSOURI switch/testing equipment will be lost.
  - 10.8.2 Once Subloop Access Arrangements have been completed and balance of payment due AT&T MISSOURI is received, MCIm may place LSRs for Subloops at this location. Prices at which AT&T MISSOURI agrees to provide MCIm with sec. 251(c)(3) UNEs are contained in Appendix Pricing.
  - 10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a Subloop Access Arrangement, AT&T MISSOURI's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIm's cabling require replacement, AT&T MISSOURI will provide prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.
  - 10.8.4 AT&T MISSOURI shall charge MCIm a Maintenance of Service Charge (MSC) when MCIm reports a suspected failure of a Subloop and AT&T MISSOURI dispatches personnel to the End User Customer's premises or an AT&T MISSOURI Central Office and trouble was not caused by AT&T MISSOURI's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.
- 10.9 Subloop Access Arrangements:
- 10.9.1 Whenever MCIm wants to combine Subloops with other MCIm elements, MCIm will, prior to ordering Subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T MISSOURI Subloop network.
  - 10.9.2 The space available for combining, collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate a Special Construction Arrangement (SCA) by submitting a Lawful UNE Subloop Access Arrangement Application.
  - 10.9.3 Upon receipt of a complete and correct application, AT&T MISSOURI will provide to MCIm within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials

basis. When MCIm submits a request to provide a written estimate for Subloop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

- 10.9.4 The assignment of Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Subloop facilities.
- 10.9.5 Subloop inquiries do not serve to reserve Subloop(s).
- 10.9.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 10.9.7 MCIm will be responsible for obtaining rights of way from owners of property where AT&T MISSOURI has placed the equipment necessary for the Lawful UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 Prior to submitting the Lawful UNE Sub-Loop Access Arrangement Application for SCA, MCIm shall have the "Collocation" and "Poles, Conduit, and ROW" Appendices in the Agreement to provide the guidelines for both MCIm and AT&T MISSOURI to successfully implement Subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of MCIm submitting to AT&T MISSOURI written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T MISSOURI will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIm disputes the estimate for an Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, AT&T MISSOURI will proceed with construction of the Subloop Access Arrangement upon receipt from MCIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIm upon completion of the Subloop Access Arrangement. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.9.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with an AT&T MISSOURI technician. If MCIm desires test access to the Subloop Access Arrangement, MCIm should place its own test point in its cable prior to cable entry into AT&T MISSOURI's interconnection point.
- 10.9.11 A non-binding MCIm forecast shall be required as a part of the request for a Subloop Access Arrangement, identifying the Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T MISSOURI to properly engineer access to each SAI and to ensure AT&T MISSOURI does not provide more available terminations than MCIm expects to use.

- 10.9.12 In order to maximize the availability of terminations for all CLECs, MCIm shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
  - 10.9.13 Unused MCIm terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.
  - 10.9.14 In the event MCIm elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCIm shall pay AT&T MISSOURI for removal of their facilities from such arrangement.
- 10.10 Subloop Access Arrangement (SAA) Access Points:
- 10.10.1 SAI/FDI or Terminal
    - 10.10.1.1 MCIm cable to be terminated in an AT&T MISSOURI SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's aerial cables should be aircore.
    - 10.10.1.2 MCIm may elect to place their cable to within 3 feet of the Subloop Access Arrangement site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T MISSOURI will terminate on available binding posts in the SAI/FDI or Terminal.
    - 10.10.1.3 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T MISSOURI will stub out a cable from the SAI/FDI or Terminal, which AT&T MISSOURI will splice to MCIm's cable at the meet point.
    - 10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
    - 10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIm and AT&T MISSOURI are mutually agreeable, AT&T MISSOURI may increase capacity of the SAI/FDI by the method of its choice, for which MCIm will be charged a portion of the expense to be determined by duly authorized MCIm and AT&T MISSOURI engineers for the purpose of allowing MCIm to terminate its cable at the SAI/FDI.
    - 10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, AT&T MISSOURI may choose to increase the capacity of the terminal or, upon MCIm's request, to

construct an adjacent termination facility to accommodate the MCIm facilities for which MCIm will be charged.

10.11 Relocation of Existing ILEC/CLEC Facilities involved in a Subloop Access Arrangement at a RT, SAI/FDI, Terminal or NID:

10.11.1 AT&T MISSOURI shall notify MCIm of pending relocation as soon as AT&T MISSOURI receives such notice.

10.11.2 MCIm shall notify AT&T MISSOURI of its intentions to remain, or not, in the Subloop Access Arrangement by way of a new Subloop Access Arrangement Application for a new SCA.

10.11.3 AT&T MISSOURI shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable Subloop Access Arrangement. This process may require a site visit by MCIm and AT&T MISSOURI engineers.

10.11.4 MCIm shall notify AT&T MISSOURI of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T MISSOURI estimate.

10.11.5 Upon acceptance of the AT&T MISSOURI estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify AT&T MISSOURI of their acceptance of estimate costs.

10.11.6 Should MCIm decide not to continue the Subloop Access Arrangement, MCIm will notify AT&T MISSOURI as to the date that AT&T MISSOURI may remove MCIm's facilities from that Subloop Access Arrangement. MCIm will pay AT&T MISSOURI for all costs associated with the removal of MCIm's Subloop Access Arrangement.

10.11.7 In the event that MCIm does not respond to AT&T MISSOURI in time to have their facilities relocated, AT&T MISSOURI shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not to pay this bill, MCIm's facilities will be removed from the site upon thirty (30) days notice to MCIm.

10.12 Retirement of Copper Subloops. Prior to retiring any copper Subloop that has been replaced with a Fiber-to-the-Home Loop, AT&T MISSOURI shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

11 ENGINEERING CONTROLLED SPLICE (ECS)

11.1 AT&T MISSOURI will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T MISSOURI, for MCIm to gain access to Subloops at or near remote terminals.

11.2 The ECS shall be made available for Subloop Access Arrangements utilizing the SCA.

11.2.1 MCIm requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AT&T MICHIAN will construct any Subloop Access Arrangement

requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T MISSOURI elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

- 11.2.2 MCIIm shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T MISSOURI places more pairs at the splice.
- 11.2.3 AT&T MISSOURI will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T MISSOURI will construct the engineering controlled splice, the ECS maybe owned by AT&T MISSOURI or the MCIIm (depending on the specific arrangement) at the option of AT&T MISSOURI.
- 11.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an Subloop Access Arrangement with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 11.2.5 AT&T MISSOURI may require a separate SCA for each remote terminal site.
- 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.
- 11.3 MCIIm will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
  - 11.3.1 Dedicated Facility Option (DFO)
    - 11.3.1.1 MCIIm may request AT&T MISSOURI splice the existing cabling between the ECS and the SAI to MCIIm's Subloop Access Arrangement facility. This facility will be "dedicated" to MCIIm for subsequent Subloop orders.
    - 11.3.1.2 MCIIm must designate the quantity of Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
    - 11.3.1.3 MCIIm will compensate AT&T MISSOURI for each of the dedicated subloop facilities, based on recurring Subloop charges for the quantity of Subloops dedicated to MCIIm between the ECS and the SAI.
  - 11.3.2 Cross-connected Facility Option (CFO)
    - 11.3.2.1 MCIIm may request AT&T MISSOURI build an ECS cross-connect junction on which to terminate MCIIm's Subloop Access Arrangement facility.

11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T MISSOURI cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T MISSOURI cabling.

11.3.2.3 MCIIm must designate the quantity of Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 MCIIm will compensate AT&T MISSOURI for the charges incurred by AT&T MISSOURI derived from MCIIm's request for the SCA.

## 12 LAWFUL UNE DARK FIBER

12.1 Subject to Sections 2 and 3 of this Appendix UNE, AT&T MISSOURI shall provide sec.251(c)(3) Dedicated Transport Dark Fiber (hereafter, "Dedicated Transport Dark Fiber").

12.2 In AT&T MISSOURI, Dedicated Transport Dark Fiber is deployed unlit optical fiber within AT&T MISSOURI's network.

12.2.1 Sec. 251(c)(3) Dark Fiber (hereafter, "Dark Fiber") is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIIm may only subscribe to dark fiber that is considered "spare," as defined herein. Dark Fiber is deployed unlit fiber optic cable that connects two points within the AT&T MISSOURI's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

12.2.2 Intentionally Omitted.

12.2.3 Dedicated Transport Dark Fiber is defined as AT&T MISSOURI Dark Fiber interoffice transmission facilities dedicated to MCIIm that are within AT&T MISSOURI's switches or wire centers within a LATA. AT&T MISSOURI is not obligated to provide MCIIm with unbundled access to Dedicated Transport that does not connect a pair of AT&T wire centers. AT&T MISSOURI will offer Dedicated Transport Dark Fiber to MCIIm when MCIIm has collocation space in each AT&T MISSOURI Central Office where the requested Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of AT&T MISSOURI's wire centers or switches and another of AT&T MISSOURI's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 Loop Dark Fiber

12.3.1 AT&T MISSOURI is not required to provide Loop Dark Fiber on an unbundled basis.

12.3.1.1 As to each dark fiber Loop, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T MISSOURI shall continue to provide access to MCIm's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIm's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCIm's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

#### 12.4 Dedicated Transport Dark Fiber

12.4.1 Subject to Section 5 and this Section 12.4 of this Appendix UNE, AT&T MISSOURI shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that AT&T MISSOURI need not provide MCIm with Lawful UNE Dedicated Transport of OCn levels or higher.

12.4.2 Intentionally Omitted.

12.4.2.1 AT&T MISSOURI shall provide MCIm with access to Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T MISSOURI must provide Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available under this Agreement. Accordingly, MCIm may not order or otherwise obtain, and MCIm will cease ordering Dedicated Transport Dark Fiber on such route(s). Products provided by AT&T MISSOURI in conjunction with Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 12.4 where such fiber is Declassified. The Parties agree that activity by AT&T MISSOURI under this Section 12.4 shall not be subject to the Network Disclosure Rules.

12.4.2.2 As to each Dedicated Transport Dark Fiber , after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T



MISSOURI shall continue to provide access to MCI's embedded base of Dedicated Transport Dark Fiber (i.e. only Dedicated Transport Dark Fiber ordered by MCI *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

- (a) MCI's disconnection or other discontinuance of use of one or more of the Dedicated Transport Dark Fiber;
- (b) MCI's transition of the Dedicated Transport Dark Fiber to an alternative arrangement; or
- (c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

12.4.3 Intentionally Omitted.

12.4.4 Wire Center "Tiers" -- For purposes of this Section 12 (and Section 15 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

12.4.4.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

12.4.4.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 Intentionally Omitted.

12.5 Spare Fiber Inventory Availability and Condition

12.5.1 All available spare Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all

segments, point to point but not assigned, and spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for AT&T MISSOURI's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

## 12.6 Determining Spare Fibers:

12.6.1 AT&T MISSOURI will inventory spare Dedicated Transport Dark Fiber. Spare Dedicated Transport Dark Fiber do not include the following:

12.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

- 12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers
- 12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers
- 12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers
- 12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers
- 12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers
- 12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers
- 12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers
- 12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers

12.6.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCIm for use under this Agreement.

12.6.1.3 AT&T MISSOURI growth fibers. Fibers documented as reserved by AT&T MISSOURI for utilization for growth within the 12 month-period following the carrier's request.

12.6.2 The appropriate AT&T MISSOURI engineering organization will maintain records on each fiber optic cable for which MCIm requests Dedicated Transport Dark Fiber.

## 12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber

12.7.1 MCIm may order Dedicated Transport Dark Fiber on a strand-by-strand basis. Should spare Dedicated Transport Dark Fiber fall below 8 strands in a given location, AT&T MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

12.7.2 If MCIm wishes to request Dedicated Transport Dark Fiber, it must submit a Dedicated Transport Dark Fiber facility inquiry, providing MCIm's specific point-to-point (A to Z) Dedicated Transport Dark Fiber requirements. For such inquiries, AT&T MISSOURI shall provide to MCIm information regarding the location and availability. When MCIm submits a Dedicated Transport Dark Fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

12.7.2.1 If spare Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T MISSOURI will notify MCIm and MCIm may place an Access Service Request (ASR) for the Dedicated Transport Dark Fiber.

12.7.3 Dedicated Transport Dark Fiber will be assigned to MCIm only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Dedicated Transport Dark Fiber. When MCIm submits the ASR, the ASR will be processed and the Dedicated Transport Dark Fiber facilities assigned for use by MCIm within thirty (30) business days and charges will apply as outlined in Appendix Pricing.

12.7.3.1 Prior to completing any order for dark fiber submitted by MCIm, AT&T MISSOURI shall conduct an Actual Measured Loss (AML) readings on the Dedicated Transport Dark Fiber ordered on the plant test date, and shall provide the results of such reading to MCIm. If, in MCIm's sole discretion, such AML reading indicates that the Dedicated Transport Dark Fiber does not meet MCIm's usability and performance requirements, MCIm may, at any time up to the close of business on the due date for the Dedicated Transport Dark Fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dedicated Transport Dark Fiber Inquiry charges associated with that order.

## 12.8 Right of Revocation of Access to Dedicated Transport Dark Fiber

12.8.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the Section 5 of this Appendix UNE. For clarification purposes, AT&T MISSOURI's right of revocation of access under this section applies even when the affected Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c )(3) of the Act, in which case MCIm's rights to the affected network element may be revoked as provided in this section.

12.8.1.1 AT&T MISSOURI may reclaim Dedicated Transport Dark Fiber from MCIm upon at least twelve (12) months written notice only if:

12.8.1.2 AT&T MISSOURI negotiates with MCIm in good faith to address MCIm's concerns related to AT&T MISSOURI's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

12.8.1.3 AT&T MISSOURI demonstrates to the Commission that AT&T MISSOURI reasonably needs the Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and

12.8.1.4 AT&T MISSOURI provides MCIm with an alternative facility with the same bandwidth MCIm was using or had committed to use prior to AT&T MISSOURI reclaiming the facility, provided that AT&T MISSOURI shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCIm or reduce the quality of MCIm's services.

12.8.2 Should MCIm not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T MISSOURI provided the fiber(s), AT&T MISSOURI may revoke MCIm's access to the Dedicated Transport Dark Fiber and Loop Dark Fiber and

recover those fiber facilities and return them to AT&T MISSOURI inventory. AT&T MISSOURI may reclaim from MCIm the right to use Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the Dedicated Transport Dark Fiber and Loop Dark Fiber is being utilized by MCIm, upon twelve (12) months' written notice to MCIm. AT&T MISSOURI will provide an alternative facility for MCIm with the same bandwidth MCIm was using prior to reclaiming the facility. AT&T MISSOURI must also demonstrate to MCIm that the Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet AT&T MISSOURI's bandwidth requirements within the twelve (12) months following the revocation.

## 12.9 Access Methods specific to Dark Fiber

12.9.1 The demarcation point for Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an AT&T MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9.2 At AT&T MISSOURI Central Offices, Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCIm access is provided pursuant to Method 1 (Section 4 of this Appendix UNE), which is the only method of access for Dark Fiber.

## 12.10 Installation and Maintenance for Dark Fiber

12.10.1 AT&T MISSOURI will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

## 12.11 Dedicated Transport Dark Fiber Declassification

12.11.1 Intentionally Omitted.

12.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by MCIm under this Agreement, AT&T MISSOURI will provide written notice to MCIm of such Declassification, and proceed in accordance with Section 5, and at the end of the 30-day notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to MCIm will be terminated without further obligation of AT&T MISSOURI.

## 12.12 Routine Network Modifications -

12.12.1 AT&T MISSOURI shall make routine network maintenance modifications to Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCIm in accordance with routine network modification requirements, dedicated transport, and local loops as set forth in this Appendix UNE.

12.12.1.1 Intentionally Omitted

12.12.1.2 Intentionally Omitted

12.12.2 Intentionally Omitted.

- 12.12.2.1 AT&T MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Appendix UNE and in the Appendix Pricing.

13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

- 13.1 The Parties acknowledge that if MCIm does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCIm reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCIm is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

13.2 Transitional Provision of Embedded Base of ULS and UNE-P.

- 13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T MISSOURI shall continue to provide access to MCIm's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCIm before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:

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

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

- 13.2.1.3 March 11, 2006.

- 13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.

- 13.2.2 AT&T MISSOURI's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCIm may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

- 13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth below, AT&T MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.
  - 13.2.3.1 The Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.
- 13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.
  - 13.3.1 Notwithstanding anything in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:
    - 13.3.1.1 the rate at which MCIm obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or
    - 13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.
  - 13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.
  - 13.3.3 MCIm shall be fully liable to AT&T MISSOURI to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.
- 13.4 End of Transitional Period for ULS and UNE-P.
  - 13.4.1 MCIm will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).
    - 13.4.1.1 To the extent that there are MCIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, AT&T MISSOURI, without further notice or liability, will re-price such arrangements to a market-based rate.

14 INTENTIONALLY OMITTED

15 SEC. 251( c)(3) DEDICATED TRANSPORT

15.1 Definitions

15.1.1 "Sec. 251(c)(3) Dedicated Transport" (DS1, DS3 or Dark Fiber)(hereafter, "Dedicated Transport") is an interoffice transmission path, to which MCIm is granted exclusive use, between an MCIm-designated location in one of AT&T MISSOURI's wire centers or switches within a LATA and an MCIm-designated location in another of AT&T MISSOURI's wire centers or switches within a LATA. Such MCIm-designated locations may include MCIm network components as located within connecting AT&T MISSOURI's wire centers or switches within a LATA. Such MCIm-designated locations may also include other carriers' network components located within AT&T MISSOURI's wire centers or switches, as permitted by other carriers via a letter of authorization.

15.2 Subject to the limitations set forth in Section 5 ("Transition") of this Appendix UNE, AT&T MISSOURI shall provide MCIm with nondiscriminatory access to DS1 and DS3 Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only where such facilities exist at the time of MCIm's request and only over routes that have not been Declassified.

15.2.1 AT&T MISSOURI will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.

15.2.2 AT&T MISSOURI will provide Dedicated Transport to MCIm only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

15.2.3 Dedicated Transport includes the following elements:

15.2.3.1 a circuit between two AT&T MISSOURI switches or Wire Centers within AT&T MISSOURI's network within the LATA.

15.2.3.2 Multiplexing – an option ordered in conjunction with Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Dedicated Transport.

15.2.3.3 Other optional features are outlined in Appendix Pricing.

15.3 Dedicated DS1 Transport.

15.3.1 AT&T MISSOURI shall make available to MCIm, upon MCIm's request, Dedicated DS1 Transport on an unbundled basis as set forth in this Section 15.3. Dedicated DS1 Transport consists of AT&T MISSOURI interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. AT&T MISSOURI shall provide MCIm, upon MCIm's request, Dedicated DS1 Transport between any pair of AT&T Wire Centers, except where, through application of tier classifications set forth below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T MISSOURI must provide Dedicated DS1 Transport if

a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

15.3.2 Cap on DS1 Dedicated Transport. MCIm may obtain a maximum of ten unbundled Dedicated DS1 Transport circuits on each Route where Dedicated DS1 Transport is available on an unbundled basis.

15.3.3 Transition period for Dedicated DS1 Transport.

15.3.3.1 For a 12-month period beginning on March 11, 2005, any Dedicated DS1 Transport that MCIm leases from AT&T MISSOURI as of that date, but which AT&T MISSOURI is not obligated to unbundle pursuant to Sections 51.319(e)(2)(ii)(A) or 51.319(e)(2)(ii)(B) of the FCC's rules as of that date, shall be available for lease from AT&T MISSOURI at a rate equal to the higher of: (a) 115 percent (115%) of the rate MCIm paid for the Dedicated DS1 Transport on June 15, 2004; or (b) 115 percent (115%) of the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005, for that Dedicated DS1 Transport circuit. Where AT&T MISSOURI is not required to provide Dedicated DS1 Transport pursuant to Sections 51.319(e)(2)(ii)(A) or 51.319(e)(2)(ii)(B) of the FCC's rules, MCIm may not obtain new Dedicated DS1 Transport as an unbundled Network Element, except as otherwise set forth in this Appendix.

15.3.3.2 Intentionally Omitted.

15.4 Dedicated DS3 Transport. AT&T shall make available Dedicated DS3 Transport to MCIm on an unbundled basis as set forth in this Section 15.4. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

15.4.1 General availability of Dedicated DS3 Transport. AT&T shall provide MCIm, upon MCIm's request, Dedicated DS3 Transport between any pair of AT&T Wire Centers except where, through application of tier classifications described herein, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T must provide Dedicated DS3 Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

15.4.2 Cap on Dedicated DS3 Transport. MCIm may obtain a maximum of twelve (12) unbundled Dedicated DS3 Transport circuits on each Route where Dedicated DS3 Transport is available on an unbundled basis.

15.4.3 Transition period for Dedicated DS3 Transport.

15.4.3.1 For a 12-month period beginning on March 11, 2005, any Dedicated DS3 Transport that MCIm leases from AT&T as of that date, but which AT&T is not obligated to unbundle pursuant to Sections 51.319(e)(2)(iii)(A) or 51.319(e)(2)(iii)(B) of the FCC's rules on that date, shall be available for lease from AT&T at a rate equal to the higher of: (a) 115 percent (115%) of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (b) 115 percent (115%) of the rate the state commission has



established or establishes, if any, between June 16, 2004 and March 11, 2005, for that Dedicated DS3 Transport. Where AT&T is not required to provide Dedicated DS3 Transport pursuant to Sections 51.319(e)(2)(iii)(A) or 51.319(e)(2)(iii)(B) of the FCC's rules, MCI may not obtain new Dedicated DS3 Transport as unbundled Network Elements, except as otherwise set forth in this Appendix.

15.4.3.2 Intentionally Omitted.

15.4.3.3 Intentionally Omitted.

15.5 Intentionally Omitted.

15.6 Wire Center "Tiers" -- For purposes of this Section 15.5 (and Section 12 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

15.6.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

15.6.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

15.6.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

15.7 Intentionally Omitted.

15.8 Diversity

15.8.1 When requested by MCI, physical diversity shall be provided for Dedicated Transport. When MCI requests physical diversity and facilities do not exist at the time of MCI's request, AT&T MISSOURI shall provide such facilities in accordance with the requirements of section 2.10.19. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

15.8.2 AT&T MISSOURI shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by AT&T MISSOURI for MCI specific diversity, AT&T MISSOURI will advise MCI of the applicable additional charges. AT&T MISSOURI will not process the request for diversity until MCI accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCI accepts the additional charges.

15.9 Digital Cross-Connect System (DCS)

15.9.1 AT&T MISSOURI will offer Digital Cross-Connect System (DCS) as part of the Dedicated Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCIm shall be subject to additional charges as outlined in Appendix Pricing.

15.10 Network Reconfiguration Service (NRS)

15.10.1 AT&T MISSOURI will offer reconfiguration service as part of the Dedicated Transport element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are pursuant to Access Tariff FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

15.11 Intentionally Omitted.

15.12 Routine network modifications.

15.12.1 AT&T MISSOURI shall make all routine network modifications to Dedicated Transport facilities used by MCIm where the requested Dedicated Transport facilities have already been constructed. In addition, AT&T MISSOURI shall perform all routine network modifications to Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that AT&T MISSOURI regularly undertakes for its own customers or affiliates. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. They also include activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket\_trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

16 911 or E911 DATABASE

16.1 Access to the AT&T MISSOURI 911 or E911 call related databases will be provided as described in the 911 and E911 Appendix.

17 INTENTIONALLY OMITTED

18 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

18.1 AT&T MISSOURI shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an unbundled basis to MCIm for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T MISSOURI's databases and information. AT&T MISSOURI, as part of its duty to provide access to

the pre-ordering function, must provide MCIIm with nondiscriminatory access to the same detailed information about the Loop that is available to AT&T MISSOURI. Access to OSS is available as described in Appendix OSS.

19 CROSS CONNECTS

- 19.1 MCIIm shall pay AT&T MISSOURI for cross connects at the rates set forth in Appendix Pricing of this Agreement.

20 PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS

20.1 Provisioning/Maintenance of Unbundled Network Elements

- 20.1.1 MCIIm may order from AT&T MISSOURI multiple individual sec. 251(c)(3) UNEs on a single order subject to OSS specifications without the need to have MCIIm send an order for each such sec. 251(c)(3) UNE if such sec. 251(c)(3) UNEs are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.
- 20.1.2 AT&T MISSOURI shall provide all provisioning services to MCIIm during the same business hours AT&T MISSOURI provisions similar services for its end user customers or other CLECs.
- 20.1.3 AT&T MISSOURI shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of AT&T MISSOURI's sec. 251(c)(3) UNEs or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of sec. 251(c)(3) UNEs or combinations.
- 20.1.4 AT&T MISSOURI shall provide to MCIIm a Single Point of Contact (Local Service Center or LSC) for ordering sec. 251(c)(3) UNEs . A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIIm as specified in Performance Measurements Appendix. In addition, AT&T MISSOURI shall provide to MCIIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.
- 20.1.5 AT&T MISSOURI will recognize MCIIm as the customer of record of all sec. 251(c)(3) UNEs on an unbundled basis and Combinations ordered by MCIIm and will send all notices, invoices and pertinent customer information directly to MCIIm.
- 20.1.6 AT&T MISSOURI may not initiate any disconnection or rearrangement of any MCIIm ordered sec. 251(c)(3) UNE on an unbundled basis or Combination, except as directed by MCIIm or as otherwise provided in this Agreement.
- 20.1.7 AT&T MISSOURI will provide MCIIm with a Firm Order Confirmation (FOC) for each order for all sec. 251(c)(3) UNEs on an unbundled basis. The FOC shall contain an

enumeration of MCIm's ordered sec. 251(c)(3) UNEs, services or combination features, options, physical Interconnection, quantity and a due date for the order. AT&T MISSOURI must return the FOC for sec. 251(c)(3) UNEs and combinations within five (5) hours of AT&T MISSOURI's receipt of any electronically submitted order and within twenty-four (24) hours of AT&T MISSOURI's receipt of any manually submitted (faxed) order.

- 20.1.8 AT&T MISSOURI shall provision sec. 251(c)(3) UNEs in accordance with the time frames set forth in Performance Measurements Appendix.
- 20.1.9 AT&T MISSOURI agrees to negotiate with MCIm prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
  - 20.1.10.1 If AT&T MISSOURI requests the new conversion time, the applicable line connection charge shall be waived; and
  - 20.1.10.2 If MCIm requests the new conversion time, MCIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.
- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of a sec. 251(c)(3) UNE at the MCIm collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of AT&T MISSOURI to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. AT&T MISSOURI shall waive the applicable line connection charge for such element.
- 20.1.13 Upon work completion, AT&T MISSOURI will provide MCIm electronically (unless otherwise notified by MCIm) with an order completion per order that states when that order was completed. AT&T MISSOURI shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 20.1.14 As soon as identified, AT&T MISSOURI shall provide notification electronically of MCIm orders that are incomplete or incorrect and therefore cannot be processed.
- 20.1.15 As soon as identified, AT&T MISSOURI shall provide notification electronically of any instances when AT&T MISSOURI's due dates are in jeopardy of not being met by AT&T

MISSOURI on any element or feature contained in any order for sec. 251(c)(3) UNEs. AT&T MISSOURI shall indicate its new due date as soon as such date is available.

20.1.16 AT&T MISSOURI shall provide to MCIIm upon request:

20.1.16.1 A list of all services and features technically available from each switch that AT&T MISSOURI may use to provide Local Switching, by switch CLLI.

20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.

20.1.16.3 When available, all engineering design and layout information for each sec. 251(c)(3) UNE and Combination; provided that MCIIm shall pay AT&T MISSOURI the costs incurred by AT&T MISSOURI to provide MCIIm with copies of such information.

20.1.16.4 A listing of all technically available functionalities for each sec. 251(c)(3) UNE or Combination. If MCIIm orders a technical publication, MCIIm shall pay AT&T MISSOURI for the technical publications.

20.1.17 Within twenty-four (24) hours of MCIIm's request, AT&T MISSOURI will perform cooperative testing with MCIIm (including trouble shooting to isolate any problems) to test sec. 251(c)(3) UNEs or Combinations purchased by MCIIm in order to identify any performance problems.

20.1.18 For orders of sec. 251(c)(3) UNEs (and LNP with the installation of a Loop) that require coordination among AT&T MISSOURI, MCIIm and MCIIm's customer, MCIIm shall be responsible for any necessary coordination with its customer.

20.1.19 Access to sec. 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T MISSOURI may elect at its own discretion, but also at parity and on a nondiscriminatory basis. AT&T MISSOURI will provide access to sec. 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available AT&T MISSOURI shall not be required to provide sec. 251(c)(3) UNEs. However MCIIm may request and to the extent required by law, AT&T MISSOURI may agree to provide sec. 251(c)(3) UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR.

20.1.20 Subject to the terms herein, AT&T MISSOURI is responsible only for the provisioning, installation, operation and maintenance of the sec. 251(c)(3) UNEs it provides. AT&T MISSOURI is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIIm through the use of those sec. 251(c)(3) UNEs, provided that both AT&T MISSOURI and MCIIm meet their obligation under this Appendix UNE and the Agreement. MCIIm will be responsible for the product of services it provides its End Users.

20.1.21 Where sec. 251(c)(3) UNEs provided to MCIIm are dedicated to a single end user customer, if such sec. 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T MISSOURI for future provisioning needs, on the same basis AT&T MISSOURI holds or reassigns such facilities for its own end user customers, unless

such sec. 251(c)(3) UNE is disconnected in error. MCIm agrees to relinquish control of any such sec. 251(c)(3) UNE concurrent with the disconnection of MCIm's end user customer service.

- 20.1.22 MCIm shall make available at mutually agreeable times the sec. 251(c)(3) UNEs provided pursuant to this Appendix in order to permit AT&T MISSOURI to test and make adjustments appropriate for maintaining the sec. 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T MISSOURI perform scheduled maintenance on any MCIm sec. 251(c)(3) UNE prior to providing reasonable notice to MCIm in advance of performing such maintenance. AT&T MISSOURI shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any emergency maintenance actions it takes effecting MCIm.
- 20.1.23 MCIm shall connect equipment and facilities that are compatible with AT&T MISSOURI's sec. 251(c)(3) UNEs and shall use sec. 251(c)(3) UNEs in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIm's use of any AT&T MISSOURI sec. 251(c)(3) UNE, or of its own equipment or facilities in conjunction with any AT&T MISSOURI sec. 251(c)(3) UNE, will not materially interfere with or impair service over any facilities of AT&T MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T MISSOURI may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the sec. 251(c)(3) UNE(s) causing the violation.
- 20.1.24 When an existing end user customer served by AT&T MISSOURI or another CLEC changes service to MCIm using any AT&T MISSOURI provided unbundled Network Element(s), MCIm shall issue appropriate service requests to connect new service to MCIm's end user customer. MCIm's service requests will be processed by AT&T MISSOURI, and MCIm will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.
  - 20.1.24.1 When end user customers already being provided service by AT&T MISSOURI migrate to MCIm, services will not be modified unless requested by MCIm and any service interruptions will not be discernable to the End User.
  - 20.1.24.2 For "As is migrations" see Appendix OSS section 4.5.
- 20.2 If trouble occurs with sec. 251(c)(3) UNEs provided by AT&T MISSOURI, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in AT&T MISSOURI's equipment and/or facilities, MCIm will issue a trouble report to AT&T MISSOURI.
  - 20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a sec. 251(c)(3) UNE and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment.

Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. AT&T MISSOURI shall apply Time and Material charges for Premises Visits at parity with what AT&T MISSOURI charges its retail end users customers.

- 20.3 Intentionally Omitted.
- 20.4 MCI shall pay Time and Material charges when AT&T MISSOURI dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T MISSOURI or in detariffed CPE provided by AT&T MISSOURI, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, AT&T MISSOURI shall not proceed with any repairs pursuant to this section without the consent of MCI's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI with documentation of the end user customer's request.
- 20.5 MCI shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 20.6 If MCI issues a trouble report allowing AT&T MISSOURI access to the end user customer's premises and AT&T MISSOURI personnel are dispatched but denied access to the premises, provided AT&T MISSOURI makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that AT&T MISSOURI personnel are dispatched. Subsequently, if AT&T MISSOURI personnel are allowed access to the premises, these charges will still apply.
- 20.7 If MCI requests or approves a AT&T MISSOURI technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCI will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T MISSOURI would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 Time and Material Charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.
- 21 INTENTIONALLY OMITTED
- 22 ENHANCED EXTENDED LOOPS (EELs)
- 22.1 Definitions

22.1.1 A sec. 251(c)(3) "Enhanced Extended Link" or "EEL" means a combination consisting of a Loop(s) and Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those sec. 251(c)(3) UNEs (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix (e.g., the end of the Dedicated Transport that is opposite the end connected to the Loop must be accessed by MCIm at such a collocation arrangement via a cross connect).

22.1.2 Intentionally Omitted.

22.1.3 High-Capacity EELs means either: (i) an unbundled DS1 Loop in combination, or commingled, with a DS1 Dedicated Transport or DS3 Dedicated Transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a DS3 Dedicated Transport facility or service, or (ii) an unbundled DS1 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 channel termination service.

## 22.2 General Requirements

22.2.1 AT&T MISSOURI shall provide access to sec. 251(c)(3) UNEs and combinations of sec. 251(c)(3) UNEs without regard to whether MCIm seeks access to the sec. 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a service to sec. 251(c)(3) UNEs. AT&T MISSOURI shall provide EELs to MCIm as set forth in this Section.

22.2.2 Apart from the service eligibility criteria for High-Capacity EELs as set forth herein, AT&T MISSOURI shall not impose conditions or limitations upon obtaining access to EELs or other Combinations, such as requiring MCIm to purchase special access and then convert such facilities to UNEs.

## 22.3 Eligibility

22.3.1 AT&T MISSOURI shall provide MCIm with access to High-Capacity EELs that meet service eligibility criteria set forth in this section 22.3.1. AT&T MISSOURI is not obligated, and shall not, provide access to for example (1) a unbundled DS1 loop in combination, or Commingled, with a Dedicated DS1 Transport facility or service or a Dedicated DS3 (or higher) transport facility or service, or a (2) a Dedicated DS1 transport facility or service in combination, or Commingled, with a DS1 Loop or a DS1 channel termination service, or a dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a DS1 Loop or a DS1 channel termination service (collectively the "Included Arrangements"), or a DS3 Loop or a DS3 (or higher) channel termination service, unless MCIm certifies that all of the following conditions are met with respect to the arrangement being sought:

22.3.1.1 MCIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice



service in that area. AT&T MISSOURI hereby acknowledges that MCIm has received state certification sufficient to satisfy these criteria.

22.3.1.2 The following criteria are satisfied for each Included Arrangement, including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

- 22.3.1.2.1 each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T MISSOURI local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit; (and for each circuit, MCIm will provide the corresponding Local Telephone Number(s) as part of the required certification); and
- 22.3.1.2.2 each DS1-equivalent circuit on a DS3 EEL or any other Included Arrangement must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
- 22.3.1.2.3 each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 22.3.1.2.4 each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and
- 22.3.1.2.5 each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of section 22.3.1.2.9; and
- 22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCIm will have at least one active DS1 local service interconnection trunk that meets the requirements of section 22.3.1.2.9; and
- 22.3.1.2.7 each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:
  - 22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an AT&T MISSOURI premises within the same LATA as MCIm's end user customer's premises, when AT&T MISSOURI is not the collocater; or

22.3.1.2.8.2 located at a third party's premises within the same LATA as MCI's End User premises, when AT&T MISSOURI is the collocator.

22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCI will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

22.3.1.2.10 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a Loop-to-Dedicated Transport(s)-if any to Loop (with or without multiplexing) cannot qualify for at least the reason that the Loop-to Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T MISSOURI shall not be required to provide, and shall not provide, any combination of a Loop and Dedicated Transport (whether as a combination by themselves, with a Network Element possessed by MCI or pursuant to Commingling) that does not terminate to a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix.

22.3.1.2.11 Other than the service eligibility criteria set forth in this Section, AT&T MISSOURI shall not impose limitation, restrictions, or requirements on requests for the use of UNEs and shall not require terms and conditions, including without limitation pre-audits and requirements to purchase special access and then convert to EELs, on MCI's purchase of High-Capacity EELs.

22.3.1.2.12 MCI must provide the certification required by this section on a form provided by AT&T MISSOURI on a circuit-by-circuit basis. MCI will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCI shall update such certification promptly with AT&T MISSOURI.

## 22.4 Commingling EELs

22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

## 22.5 Audits

- 22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, AT&T MISSOURI may obtain and pay for an independent auditor to audit MCIm, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means for a State a consecutive 12-month period, beginning upon AT&T MISSOURI's written notice that an audit will be performed for that State, subject to Section 22.5.5.
- 22.5.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding MCIm's compliance with the qualifying services and the mandatory service eligibility criteria.
- 22.5.3 The independent auditor's report will conclude whether MCIm complied in all material respects with this Section.
- 22.5.4 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 22.5.5 To the extent the independent auditor's report concludes that MCIm failed to comply with this Section 22, MCIm must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination, in whole or in part (notwithstanding any other provision hereof), MCIm must convert the sec. 251(c)(3) UNE or sec. 251(c)(3) UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T MISSOURI may initiate and affect such a conversion on its own without any further consent by MCIm) and MCIm shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T MISSOURI. In no event shall rates set under Section 252(d)(1) apply for the use of any sec. 251(c)(3) UNE for any period in which MCIm does not meet the conditions set forth in this Section 22.5 for that sec. 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T MISSOURI shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
- 22.5.5.1 To the extent that the independent auditor's report concludes that MCIm failed to comply in all material respects with this Section 22.5, MCIm must reimburse AT&T MISSOURI for the cost of the independent auditor and for AT&T MISSOURI's costs in the same manner and using the same methodology and rates that AT&T MISSOURI is required to pay MCIm's costs under this Section.
- 22.5.5.2 To the extent the independent auditor's report concludes that the MCIm complied in all material respects with this Section 22.5, AT&T MISSOURI must reimburse MCIm for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).

- 22.6 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, MCIm shall fully comply with this Section 22 in all cases and, further, the failure of AT&T MISSOURI to require such compliance, including if AT&T MISSOURI provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in this Section 22, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 22.7 Provisioning for EELs
- 22.7.1 With respect to an EEL, MCIm will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments MCIm provides to AT&T MISSOURI from MCIm's collocation arrangement.
- 22.7.2 AT&T MISSOURI will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the sec. 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 Dedicated Transport; or DS3 Loop combined with DS3 Dedicated Transport) may be obtained by MCIm if available and if MCIm meets all services eligibility requirements set forth in this Agreement including collocating at at least one AT&T MISSOURI central office that is in the same LATA as the end user customer premises served by the EEL. Additional service eligibility requirements for high capacity EELs that must be met can be found in this Appendix UNE. Low capacity EELs (DS0 unbundled loop combined with a DS1 Dedicated Transport) are not required to meet the service eligibility requirements and will be provided to MCIm upon request where available.

XDSL

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS ..... 3

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS ..... 4

4. XDSL LOOP OFFERINGS..... 5

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT ..... 6

6. PROVISIONING..... 8

7. MAINTENANCE ..... 9

8. SPECTRUM MANAGEMENT ..... 10

9. \* ACCEPTANCE TESTING..... 11

10. \* COOPERATIVE TESTING ..... 13

11. RATES..... 14

12. INTENTIONALLY OMITTED ..... 14

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING..... 14

14. RESERVATION OF RIGHTS/INTERVENING..... 16

## 1. INTRODUCTION

- 1.1 This Appendix xDSL sets forth the terms and conditions that AT&T MISSOURI will offer xDSL Loops and xDSL Subloops to MCI for MCI to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.
- 1.2 Nothing in this Appendix xDSL 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 Appendix xDSL 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.
- 1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).
- 1.4 AT&T MISSOURI shall provide MCI with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

## 2. DEFINITIONS

- 2.1 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop as between the AT&T MISSOURI Main Distribution Frame (MDF) and the terminal location serving the end-user customer, reported at parity with AT&T's advanced services affiliate and other CLECs. Any additional length attributed to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's location is not included in the calculation of Actual Loop Length.
- 2.2 "Conditioning" as used herein shall refer to the removal by AT&T MISSOURI of load coils, Excessive Bridged Tap, and/or repeaters on an xDSL Loop or Subloop.
- 2.3 "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 its equivalent, which may include the Intermediate Distribution Frame (IDF).
- 2.4 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.5 Intentionally Omitted.
- 2.6 "Non-standard xDSL-based Technology" is a loop technology that is not Presumed Acceptable for Deployment. Deployment of Non-standard xDSL-based Technologies are allowed as provided in this Appendix xDSL.

- 2.7 "Plan of Record" as used herein refers to AT&T MISSOURI's December 7, 1999 filing with the FCC, including any subsequent modifications or additions.
- 2.8 "Presumed Acceptable for Deployment" as used herein means an xDSL technology that 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 FCC, any state commission, or an industry standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Attachment A.
- 2.9 \* "Proof of Continuity" performed during Acceptance Testing 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. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as "Proof of Continuity" or "Continuity Test."
- 2.10 "xDSL Loop" means a Local Loop transmission facility between a distribution frame (or its equivalent) in AT&T MISSOURI's Central Office and the loop demarcation point at an end user customer premise. "xDSL Loop" includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), ISDL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.
- 2.11 "xDSL Subloop" is defined as any distribution portion of a copper xDSL 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 AT&T MISSOURI's outside plant and the demarcation point at an end user customer's premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an AT&T MISSOURI technician can access the copper at a terminal in AT&T CALIFORNIA's/MISSOURI's outside plant.

### 3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

- 3.1 AT&T MISSOURI agrees to provide xDSL Loops and Subloops for MCIm to deploy xDSL technologies Presumed Acceptable for Deployment or Non-standard xDSL Technology as defined in this Appendix xDSL. AT&T MISSOURI will provision xDSL Loops and Subloops on a non-discriminatory basis and at a level at least equal in performance and quality with what it provides to itself, or to any of its affiliates in MISSOURI providing advanced services. AT&T MISSOURI will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T MISSOURI does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 MCIm's use of any AT&T MISSOURI network element, or of its own equipment or facilities in conjunction with any AT&T MISSOURI network element, will not materially interfere with or impair service over any facilities of AT&T MISSOURI, or any of its affiliates in MISSOURI providing advanced services or connecting carriers involved in AT&T MISSOURI services, cause damage to AT&T MISSOURI's plant, impair the privacy of any communications carried over AT&T



MISSOURI's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T MISSOURI may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. AT&T MISSOURI will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If AT&T MISSOURI does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of this Agreement. Any claims of network harm by AT&T MISSOURI must be supported with specific and verifiable supporting information.

- 3.3 AT&T MISSOURI shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, AT&T MISSOURI will publish non-binding Technical Publications to communicate current standards and their application where required by Applicable Law.
- 3.4 Intentionally Omitted
- 3.5 The provision of xDSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of Excessive Bridged Taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of AT&T MISSOURI's network and its existing services.
- 3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.
- 3.7 Intentionally Omitted
- 3.8 Intentionally Omitted

#### 4. **XDSL LOOP OFFERINGS**

- 4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.
- 4.2 For each xDSL Loop described below, MCIm will at the time of ordering, notify AT&T MISSOURI as to the Power Spectrum Density (PSD) mask of the technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify AT&T MISSOURI. Likewise, AT&T MISSOURI will disclose to MCIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. AT&T MISSOURI will use the PSD provided by MCIm 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, MCIm shall provide AT&T MISSOURI with a technical description of the technology including power masks for inventory purposes.
- 4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such

purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T MISSOURI at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

- 4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.
- 4.5 4-Wire xDSL Loop: A 4-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCI may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Loop Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T MISSOURI at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.6 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire 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. AT&T MISSOURI has advised MCI, through the Accessible Letter or alternate process, which AT&T MISSOURI central offices are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. MCI may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.
- 4.7 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL 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 AT&T MISSOURI outside plant and the demarcation point at an end user customer premises, as more specifically defined above, over which MCI may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or Excessive Bridged Tap(s). However, Conditioning on an existing xDSL Subloop is optional and will be performed by AT&T MISSOURI at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.
  - 4.7.1 The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix 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 UNE), shall control.

## 5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

AT&T MISSOURI shall not deny MCI's request to deploy any DSL technology that is Presumed Acceptable for Deployment by MCI, unless it has been demonstrated by AT&T MISSOURI to the

Commission in accordance with FCC orders that MCI's deployment of the specific DSL technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service from a user's perspective as caused by technology. In the event that MCI wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission, MCI shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. 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. In the event that MCI wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCI will provide documentation describing that action to AT&T MISSOURI and the Commission before or at the time of its request to deploy such technology within AT&T MISSOURI. 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. In the event that AT&T MISSOURI rejects a request by MCI for provisioning of advanced services, AT&T MISSOURI will disclose to MCI information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 Intentionally Omitted.

5.1.2 If MCI can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T MISSOURI will not deny MCI's right to deploy new loop technologies that do not conform to the industry 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).

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T MISSOURI will provide a loop to support the new technology for MCI as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T MISSOURI, then AT&T MISSOURI will provide MCI an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.

5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T MISSOURI, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting

the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

- 5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

## 6. PROVISIONING

- 6.1 AT&T MISSOURI will not guarantee that the xDSL loop(s) ordered will perform as desired by MCI for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. For loops under 12,000 feet in Actual Loop Length, AT&T MISSOURI will remove load coils, repeaters, and/or Excessive Bridged Taps at no charge to MCI. Provisioning shall include Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length and any Conditioning requested by MCI for loops 12,000 feet in Actual Loop Length or greater.
- 6.2 \*AT&T MISSOURI shall provide Acceptance and Cooperative Testing as outlined in Section 9 of this Appendix xDSL.
- 6.3 MCI shall designate, at MCI's sole option, what Conditioning AT&T MISSOURI is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitance and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.4 The provisioning and installation interval for xDSL-capable loops where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL Loop) on orders for 1-20 loops per order or per end user customer location, will be three to five (3-5) business days, or the provisioning and installation interval applicable to AT&T MISSOURI's tariffed xDSL-based services, or any of its affiliates in MISSOURI providing advanced services, whichever is shorter.
- 6.5 The provisioning and installation intervals for xDSL Loops, where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to (i) AT&T MISSOURI's tariffed xDSL-based services or; (ii) any of its affiliates in MISSOURI providing advanced services xDSL-based services where Conditioning is required, whichever is shorter.
- 6.6 Orders for more than 20 xDSL Loops per order or per end user customer location, where no Conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCI's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user

customer release of circuit and out-of-hours charges may apply at the rates referenced in Section 9.4.2 below.

- 6.7 Orders for more than 20 xDSL Loops per order which require Conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 6.8 Subsequent to the initial order for an xDSL Loop or xDSL Subloop, additional Conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify Conditioning are received for a pending xDSL Loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning pursuant to this subsection will be the same as set forth above.
- 6.9 MCI, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL Loop when used to provision ADSL over a DSL Loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

## 7. MAINTENANCE

- 7.1 On xDSL Loops where MCI has requested that no Conditioning be performed, AT&T MISSOURI's maintenance will be limited to verifying loop suitability based on POTS design criteria. For xDSL Loops having had partial or extensive Conditioning performed at MCI's request, AT&T MISSOURI will verify continuity, the completion of all requested Conditioning, and will repair at no charge to MCI any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For xDSL Loops under 12,000 feet in Actual Loop Length, AT&T MISSOURI will remove load coils, repeaters, and Excessive Bridged Taps at no charge to MCI.
- 7.2 AT&T MISSOURI shall provide, on a nondiscriminatory basis, physical loop test access points to MCI through a cross-connection to MCI's collocation space, for the purpose of testing, maintaining, and repairing copper xDSL Loops and copper xDSL Subloops.
- 7.3 AT&T MISSOURI and MCI agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. If trouble occurs with unbundled Network Elements provided by AT&T MISSOURI, MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in AT&T MISSOURI's equipment and/or facilities, MCI will issue a trouble ticket to AT&T MISSOURI.
- 7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. \*Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those referenced in FCC No. 73, Section 13.4.4.
- 7.5 Intentionally Omitted.

- 7.6 Repair Intervals: AT&T MISSOURI will provide resolution of MCIm-referred trouble tickets for xDSL Loops at parity with the interval AT&T MISSOURI provides itself, other CLECs or any of its affiliates in MISSOURI providing advanced services, and pursuant to the terms and conditions set forth below.
- 7.7 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T MISSOURI to resolve a MCIm-initiated xDSL Loop trouble ticket or a trouble identified by AT&T MISSOURI, AT&T MISSOURI, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an xDSL Loop currently in service and AT&T MISSOURI determines that an LST can be performed, AT&T MISSOURI will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that AT&T MISSOURI elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T MISSOURI network-related problem, then MCIm will not be charged the LST rate or for AT&T MISSOURI's resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an AT&T MISSOURI network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

## 8. SPECTRUMMANAGEMENT

- 8.1 AT&T MISSOURI agrees that MCIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If AT&T MISSOURI initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.
- 8.2 AT&T MISSOURI agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T MISSOURI will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. AT&T MISSOURI will not use Selective Feeder Separation (SFS). AT&T MISSOURI has opened binder groups to all xDSL services and all xDSL providers, and will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). AT&T MISSOURI may not segregate xDSL technologies into designated binder groups without specific Commission or FCC review and approval, or approved industry standard. AT&T MISSOURI shall not deny MCIm a loop based upon spectrum management issues in the absence of review and approval from the Commission(s). In all cases, AT&T MISSOURI will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by AT&T MISSOURI as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T MISSOURI and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of spectrum management, AT&T MISSOURI will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by MCIm to AT&T MISSOURI. Upon request from MCIm, AT&T MISSOURI will disclose within 3-5 business days spectrum management 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 there is any dispute between the Parties with respect to this Section, AT&T MISSOURI will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

- 8.3 In the event that a loop technology without industry standards for spectrum management is deployed, AT&T MISSOURI, MCIIm and the specific state 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 based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. AT&T MISSOURI will assign the local loop consistent with the agreed-to spectrum management standards.

8.3.1 In the event that a relevant Commission, 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 Appendix, AT&T MISSOURI and MCIIm shall 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 and shall negotiate any conforming modifications which may be needed to this Appendix.

8.3.2 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 applicable Commission(s) or FCC, then AT&T MISSOURI and/or MCIIm, must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

## 9. \*ACCEPTANCE TESTING

9.1 Intentionally Omitted

9.2 \* Should MCIIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 \* If the LSR was placed without a request for Acceptance Testing, and MCIIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 \* Acceptance Testing Procedure:

9.3.1 \* Upon delivery of a loop to/for MCIIm, AT&T MISSOURI's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIIm so MCIIm can initiate performance of a series of Acceptance Tests.

- 9.3.1.1 \* For IDSL or 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the AT&T MISSOURI field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 9.3.1.2 \* For IDSL or 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T MISSOURI field technician will not perform a short or open circuit due to technical limitations.
- 9.3.2 \* If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide AT&T MISSOURI with a confirmation number and AT&T MISSOURI will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as referenced in section 9.4.2 below.
  - 9.3.2.1 \* AT&T MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, as referenced in section 9.4.2 below.
- 9.3.3 \* If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm 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 MCIm representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T MISSOURI will re-contact the MCIm representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide AT&T CALIFORNIA with a confirmation number and AT&T MISSOURI will complete the order. If MCIm xDSL service does not function as desired, yet test parameters are met, AT&T MISSOURI will still close the order. AT&T MISSOURI will not complete an order that fails Acceptance Testing.
- 9.3.4 \* Until such time as MCIm and AT&T MISSOURI agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AT&T MISSOURI agrees that should MCIm open a trouble ticket and an AT&T MISSOURI network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an AT&T MISSOURI fault), AT&T MISSOURI, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 9.3.5 Intentionally Omitted.
- 9.3.6 \* If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from AT&T MISSOURI error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally,



MCIm may request AT&T MISSOURI to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge

- 9.3.7 \* Both Parties declare they will work together, in good faith, 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 Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 \* Acceptance Testing Billing

MCIm will be billed for Acceptance Testing of this Appendix for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing.

9.4.1 Intentionally Omitted.

- 9.4.2 MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T MISSOURI technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Sections 13.3.4 (c)(1)(a) of FCC No. 2; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

10. \*COOPERATIVE TESTING

10.1 Intentionally Omitted.

- 10.2 \* Should MCIm desire Cooperative Testing it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

- 10.3 \* If the trouble ticket was opened without a request for Cooperative Testing, and MCIm should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

10.4 \* Cooperative Testing Procedure

- 10.4.1 \* The AT&T MISSOURI field technician will call the LOC and the LOC will contact MCIm for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

- 10.4.2 \* If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as referenced in section 9.4.2 above.

- 10.4.3 \* If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to

immediately resolve the problem with MCIm 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 MCIm representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact MCIm for another cooperative testing.

- 10.4.4 \* AT&T MISSOURI will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as referenced in section 9.4.2.

## 11. RATES

- 11.1 See Appendix Pricing. Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length are at no charge.

## 12. INTENTIONALLY OMITTED

## 13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 13.1 General: AT&T MISSOURI will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in its Plan of Record. Loop makeup data will be provided as set forth below. MCIm will be given nondiscriminatory access to the same loop makeup information that AT&T MISSOURI is providing any other CLEC and/or AT&T MISSOURI's retail operations or its advanced services affiliate in MISSOURI.
- 13.2 Intentionally Omitted.
- 13.3 Loop Qualification: Subject to Section 13.1 above, AT&T MISSOURI's uniform GUI (e.g., Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based or other advanced services) and application to application OSS interfaces allow MCIm, as well as AT&T MISSOURI's retail operations or its advanced services affiliate(s), to have near real time electronic access to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual. AT&T MISSOURI shall also provide MCIm with access to electronic loop qualification information during the preorder process, at no charge. However, if MCIm submits a service order the appropriate loop qualification charges set forth in the Appendix Pricing shall apply.
- 13.4 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described above will return information in all fields described in AT&T's Plan of Record when such information is contained in AT&T MISSOURI's electronic databases. MCIm will be billed and shall pay a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

- 13.5 Manual Loop Qualification: Manual loop qualification includes all fields as described in AT&T MISSOURI's Plan of Record, when available. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule.
- 13.6 Both categories of Loop qualification (mechanized and manual) are subject to the following:
- 13.6.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in Actual Loop Length, Conditioning to remove these elements will be performed without request and at no charge to MCIm.
  - 13.6.2 If MCIm elects to have AT&T MISSOURI provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be not more than three (3) business days, or the interval provided to any of its affiliates in AT&T MISSOURI providing advance services, whichever is less.
  - 13.6.3 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that Conditioning is available on a loop that is 12,000 feet in actual loop length or greater, MCIm may request that none of the recommended loop Conditioning be performed or that AT&T MISSOURI perform some or all of the recommended loop Conditioning to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Pricing Schedule.
- 13.7 Where actual loop make-up information is not available, AT&T MISSOURI will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA.
- 13.8 The Parties agree that in accordance with FCC requirements and Advanced Services POR collaboratives, AT&T MISSOURI will provide MCIm with non-discriminatory access to AT&T MISSOURI's loop make-up information as set forth in this section 13.8. The loop qualification data elements provided by AT&T MISSOURI shall be provided at parity with what AT&T MISSOURI provides itself, any of its affiliates in MISSOURI providing advanced services and other CLECs and shall include but not limited to the following fields:
- 13.8.1 Loop length
  - 13.8.2 Loop length by segment
  - 13.8.3 Length by gauge
  - 13.8.4 26 gauge equivalent loop length (calculated)
  - 13.8.5 Presence of load coils
  - 13.8.6 Quality of load coils (if applicable)
  - 13.8.7 Presence of bridged taps
  - 13.8.8 Length of bridged taps (if applicable)
  - 13.8.9 Presence of pair gain devices, DLC, and/or DAML
  - 13.8.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)
  - 13.8.11 Presence of repeaters
  - 13.8.12 Location of repeaters
  - 13.8.13 Type of repeaters
  - 13.8.14 Quantity of repeaters
  - 13.8.15 Type of Plant (aerial or buried)
  - 13.8.16 Type of Loop (copper or fiber)
  - 13.8.17 Portion that is copper or fiber
  - 13.8.18 Length that is copper or fiber

- 13.8.19 Availability of spare facilities
- 13.8.20 Quantity of bridged tap by occurrence
- 13.8.21 Location of bridged tap by occurrence
- 13.8.22 Quantity of Low pass filters
- 13.8.23 Location of Low pass filters
- 13.8.24 Quantity of Range extenders
- 13.8.25 Location of Range extenders
- 13.8.26 Number of gauge changes
- 13.8.27 Location of pair gain devices
- 13.8.28 Location of DLC
- 13.8.29 Quantity of DLCs
- 13.8.30 Location of RSU (Remote Switching Unit)
- 13.8.31 Type of RSU (Remote Switching Unit)
- 13.8.32 Resistance Zone

#### 14. RESERVATION OF RIGHTS/INTERVENING

- 14.1 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 the rates, terms and conditions set forth in this Appendix.

\* AT&T MISSOURI's Position: It is AT&T MISSOURI's position that the provisions noted above with asterices 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. AT&T MISSOURI disputes MCI's submission of the issues for arbitration under Section 252 of the Act. Without waiving said objection, AT&T MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not exclude the issues associated with AT&T MISSOURI non-251(b) and (c) offerings from this Section 252 arbitration proceeding. AT&T CALIFORNIA does not waive, but instead reserves all of its rights, arguments and positions that the provisions noted with asterices (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. Nothing herein shall constitute a concession by AT&T MISSOURI that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

## Attachment A

### xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are Presumed Acceptable for Deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	ATIS T1.413 1998 (Issue 2), T1.423, ITU 992.1
SHDSL	ATIS T1.422, ITU G.991.2
SDSL	(2B1Q) ITU 991.1
IDSL	ATIS T1.601
HDSL	ATIS TR28/ITU 991.1
HDSL2	ATIS T1.418
VDSL	ATIS T1.424
RADSL	no national standard
MVL	no national standard
G.Lite	ATIS T1.419/ITU G.991.2

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by AT&T MISSOURI.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

## **\* ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)**

### **1. \*INTRODUCTION**

- 1.1 \* This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCI's option, applies to xDSL Loops, with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with AT&T MISSOURI's hybrid copper/fiber architecture (e.g., AT&T's Broadband Service offering(s) or any successor offering(s)). This process is being made available to MCI by AT&T MISSOURI as a voluntary offer alternative to AT&T MISSOURI's existing ordering processes.
- 1.2 \* Intentionally Omitted.
- 1.3 \* MCI may use AT&T MISSOURI's Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").
- 1.4 \* AT&T MISSOURI shall provide MCI with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

### **2. \*DEFINITIONS**

In addition to the definitions in Appendix xDSL, and Definitions, the following definitions shall apply to this Attachment YZP.

- 2.1 \* "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.2 \* "Sync Test" as used herein shall refer to the procedures used by MCI, when MCI's provided test equipment, verifies there is communication, or "sync", from MCI's collocated DSLAM to the last cable pair leaving the AT&T MISSOURI Central Office to the End-User premise.

### **3. \*YZP OFFERING**

- 3.1 \* Provisioning Process:
  - 3.1.1 \* MCI will provide AT&T MISSOURI with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCI intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.
  - 3.1.2 \* MCI will order eligible xDSL Loops, using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.
  - 3.1.3 \* MCI may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCI is utilizing the YZP process.

3.1.4 \* AT&T MISSOURI shall provision orders submitted using the YZP process within five (5) business days for xDSL Loops.

3.2 \* Maintenance Process

3.2.1 \* The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCI<sub>m</sub> experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCI<sub>m</sub> shall choose one of the two options set forth below:

3.2.1.1 \* OPTION 1: Trouble Ticket

3.2.1.1.1 \* MCI<sub>m</sub> may generate a trouble ticket with AT&T MISSOURI's Local Operations Center (LOC) identifying the reason why MCI<sub>m</sub> is experiencing a situation in which its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCI<sub>m</sub>'s own testing, the YZP trouble ticket may be conditioning related. The AT&T MISSOURI LOC will analyze MCI<sub>m</sub> provided test results and try to determine why MCI<sub>m</sub>'s DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on AT&T MISSOURI's side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, AT&T MISSOURI will offer a five (5) business day interval from the time MCI<sub>m</sub> submits the trouble ticket.

3.2.1.1.2 \* AT&T MISSOURI's LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

3.2.1.1.3 \* On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, has been ordered using the YZP process, AT&T MISSOURI will use that YZP designation and MCI<sub>m</sub>'s opening of a trouble ticket as authorization from MCI<sub>m</sub> for AT&T MISSOURI to perform the requested conditioning on the xDSL Loop, including whatever work AT&T MISSOURI believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by AT&T MISSOURI from MCI<sub>m</sub>, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 \* OPTION 2: Disconnect

3.2.1.2.1 \* MCI<sub>m</sub> may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCI<sub>m</sub> is utilizing the YZP process and wishes to avail itself of this Option 2, MCI<sub>m</sub> shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCI<sub>m</sub> submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCI<sub>m</sub> shall pay applicable charges for work actually performed by AT&T MISSOURI, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the extent that AT&T MISSOURI has

performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCIm's trouble ticket) prior to the issuance of the disconnect order.

3.3 \* Maintenance /Service Assurance

3.3.1 \* AT&T MISSOURI will provide resolution of MCIm-referred YZP trouble tickets for xDSL Loops, in parity with the repair intervals AT&T MISSOURI provides to itself, any of its affiliates in Texas providing advanced services affiliates and other CLECs.

3.3.2 \* Prior to opening a YZP trouble ticket, MCIm shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCIm-related.

3.3.3 \* MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to the FCC tariffed rates set forth in Section 5 below, if:

3.3.3.1 the YZP trouble ticket is opened, and it is later determined by AT&T MISSOURI to be a 'No Trouble Found' (NTF) in AT&T MISSOURI's portion of the network; or

3.3.3.2 the loop specific inhibitor information provided by MCIm to AT&T MISSOURI requires a dispatch by AT&T MISSOURI but is found to be incorrect upon subsequent investigation by AT&T MISSOURI during the trouble ticket resolution process; or

3.3.3.3 a retrip is involved with a YZP trouble ticket (when MCIm notifies AT&T MISSOURI that the loop is not working properly after initial trouble resolution), and there is NTF by AT&T MISSOURI in AT&T MISSOURI's portion of the network; or

3.3.3.4 the need for a vendor meet is agreed upon by AT&T MISSOURI and the MCIm technician is not equipped properly at the vendor meet site or MCIm's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.

3.4 \* MCIm can open a YZP-related Trouble Ticket by one of the following methods:

3.4.1 \* Via Live Call: MCIm can call AT&T MISSOURI's LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or

3.4.2 \* Via an Electronic Bonding Ticket: MCIm can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.

3.5 \* Trouble Tickets where MCIm Identifies Possible Conditioning-Related Trouble:

3.5.1 \* In those instances where MCIm's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCIm submits its YZP trouble ticket to AT&T MISSOURI via live call or an electronic bonding ticket, then MCIm shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCIm of a possible conditioning-related trouble on its trouble ticket will allow the AT&T MISSOURI LOC or to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, and for AT&T MISSOURI to perform



loop conditioning which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if AT&T MISSOURI physical faults were found and cleared on the original trouble report, and MCIm testing indicates conditioning is still required.

- 3.5.2 \* Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCIm opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, AT&T MISSOURI will contact and provide MCIm with status after any necessary loop conditioning has been performed by AT&T MISSOURI. AT&T MISSOURI shall not charge MCIm for conditioning loops with an actual loop length of less than 12,000 feet.
- 3.5.3 \* Conditioning. If MCIm issues a YZP trouble ticket for an xDSL Loop between 12,000 and 17,500 feet, AT&T MISSOURI will use that YZP designation and the initiation of the trouble ticket by MCIm as authorization to perform any Loop conditioning for that Loop. MCIm will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.
  - \* If MCIm requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.
- 3.5.4 \* If MCIm requests that AT&T MISSOURI perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.
- 3.6 \* Trouble Tickets where MCIm Does Not Identify Conditioning as a Possible Source of the Trouble:
  - 3.6.1 \* If MCIm opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the AT&T MISSOURI LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCIm so that MCIm can conduct its own Sync test. If MCIm's DSLAM does not communicate with the end user customer premises, MCIm shall open another trouble ticket to address any conditioning that MCIm believes may be required on the xDSL Loop subject to the provisions set forth herein.
  - 3.6.2 \* If MCIm opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop as the source of the trouble but AT&T MISSOURI later determines that there is a conditioning-related problem, AT&T MISSOURI shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by AT&T MISSOURI.
- 3.7 \* If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCIm notified, unless the ticket was initially classified as a conditioning related YZP ticket.

- 3.8 \* Trouble ticket status will be provided to MCIm by AT&T MISSOURI as follows:
- 3.8.1 \* Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCIm to AT&T MISSOURI. AT&T MISSOURI will not provide ticket status until the trouble has been resolved.
- 3.8.2 \* Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCIm's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by AT&T MISSOURI to MCIm within eight (8) business hours from receipt of the trouble ticket. If AT&T MISSOURI determines that the trouble is conditioning related, AT&T MISSOURI shall convert the straight xDSL Loop, YZP trouble ticket to a YZP conditioning-related trouble ticket.
- 3.8.3 \* In all cases, the AT&T MISSOURI LOC will notify MCIm as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.
- 3.9 \* Post Trouble Resolution Sync Testing By MCIm:
- 3.9.1 \* After MCIm is notified that the trouble has been resolved, with or without loop conditioning, MCIm shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCIm which will be governed by the same provisions set forth above.
- 3.10 \* When MCIm escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on AT&T MISSOURI's CLEC online website shall apply.

#### 4. \* TESTING

- 4.1 Intentionally Omitted.
- 4.2 \* MCIm may not request, and AT&T MISSOURI will not perform, Acceptance Testing in association with any xDSL Loops which are ordered by MCIm via the YZP process.
- 4.3 \* For xDSL Loops only, MCIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket.
- 4.4 \* MCIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to AT&T MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).
- 4.5 \* AT&T MISSOURI will not specify to MCIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIm will determine its own test requirements and capabilities.

#### 5. \* PRICING

- 5.1 \* MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.2.6 of the FCC No. 2 tariff;

provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

**6. \* TERM AND TERMINATION**

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

**7. \* RESERVATION OF RIGHTS/INTERVENING LAW**

7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

\* AT&T MISSOURI Position: It is AT&T MISSOURI's position that the provisions noted above with asterices 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. AT&T MISSOURI disputes MCI's submission of the issues, relating to this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in AT&T MISSOURI's position statements in the Voluntary Services YZP/RABT-YZP DPL. Without waiving said objection, AT&T MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss these issues as to a non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, AT&T MISSOURI does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (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 AT&T MISSOURI that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

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

### **1. INTRODUCTION**

- 1.1 \* This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the Yellow Zone Process ("YZP"), for xDSL Loops.
- 1.2 \* Intentionally Omitted.
- 1.3 \* AT&T MISSOURI shall provide MCIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

### **2. \*DEFINITIONS**

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

- 2.1 \* "Minimum Qualifications" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.
- 2.2 \* "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.3 \* "No Sync situation" as used herein means that after the completion of a YZP service order, MCIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.4 \* "Removal of All or Non-Excessive Bridged Tap" ("RABT") 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 as defined herein, in response to a request by MCIm.
- 2.5 \* "Sync Test" as used herein shall refer to the procedures used by MCIm, when MCIm's provided test equipment, verifies there is communication, or "sync", from MCIm's collocated DSLAM to the last cable pair leaving the AT&T MISSOURI Central Office to the End-User premise.

### **3. \*RABT YZP OFFERING**

- 3.1 \* To be eligible for the RABT YZP, MCIm shall have ordered an xDSL Loop on its 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 shall be submitted with the Loop Specification Code or Loop Modification Type ("LMT") designated for the YZP process.
- 3.2 \* MCIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.
- 3.3 \* Except as provided below, AT&T MISSOURI will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in MISSOURI providing advanced services, or any third party.

3.3.1 \* In those instances where AT&T MISSOURI determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., 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 AT&T MISSOURI, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T MISSOURI will respond to MCIm-referred RABT trouble tickets for xDSL Loops in parity with the repair intervals AT&T MISSOURI provides to its advanced services affiliate in California or Missouri. AT&T MISSOURI will advise MCIm as soon as possible when AT&T MISSOURI is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.4 \* MCIm shall pay AT&T MISSOURI for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

#### 4. \*TESTING

4.1 Intentionally Omitted.

4.2 \* Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.

4.3 \* MCIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to AT&T MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).

#### 5. \*MAINTENANCE /SERVICE ASSURANCE

5.1 \* Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T MISSOURI that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in AT&T MISSOURI as a 'No Trouble Found' (NTF) and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

5.2 \* MCIm may open a YZP-related trouble ticket for the RABT via the following two methods:

5.2.1 \* By calling the Local Operations Center. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 \* By opening an electronic bonding ticket. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. \* When Excessive Bridged Tap(s) is present on the loop: MCIm may request:
    - a. the removal of Excessive Bridged Tap(s); or
    - b. the Removal of All Bridged Tap(s).
  2. \* When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
  3. \* Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T MISSOURI LOC. Vendor meet procedures can be found in AT&T MISSOURI's CLEC On-Line Handbook.
  4. \* It is the MCIm's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by AT&T MISSOURI i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
  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 terms and conditions set forth elsewhere in this Agreement.
- 5.3 \* Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCIm for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 \* Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, AT&T MISSOURI will use that YZP designation and the initiation of the trouble ticket by MCIm as approval for loop conditioning and the loop will be conditioned by AT&T MISSOURI. MCIm will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T MISSOURI RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by AT&T MISSOURI.
  - 5.3.2 \* Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT conditioning 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, AT&T MISSOURI will bill and MCIm shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T MISSOURI RABT Pricing Schedule, for all conditioning performed by AT&T MISSOURI via the RABT trouble ticket process.
  - 5.3.3 \* In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T MISSOURI LOC will notify MCIm 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. **\*PRICING**

6.1 \* The rates that AT&T MISSOURI will charge and that MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7. **\*RESERVATION OF RIGHTS /INTERVENING LAW**

7.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

\* AT&T MISSOURI Position: It is AT&T MISSOURI's position that the provisions noted above with asterices 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. AT&T MISSOURI disputes MCI's submission of this issue, relating to a voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act, as set forth in more detail in AT&T MISSOURI's position statements in the Voluntary Services – YZP/RABT-YZP DPL. Without waiving said objection, AT&T MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not appropriately dismiss the issues as to this non-251(b) or (c) offering from this Section 252 arbitration proceeding. In addition, AT&T MISSOURI does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterices (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 AT&T MISSOURI that the provisions are subject to negotiation and arbitration under Sections 251/252 of the Act.

## **ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS ("RABT MMP")**

### **1. INTRODUCTION**

1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process ("MMP") for xDSL Loops. This process is available to MCIm as an alternative to AT&T MISSOURI's existing ordering processes but applies only to completed loops.

1.2 Intentionally omitted.

1.3 AT&T MISSOURI shall provide MCIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in MISSOURI providing advanced services and other CLECs.

### **2. INTENTIONALLY OMITTED**

### **3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING**

3.1 To be eligible for RABT MMP, MCIm shall have ordered an xDSL Loop on its original service order. After the service order has completed, MCIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center ("LOC") specifying the type of bridged tap Conditioning requested. Upon MCIm's request, the LOC will investigate and will address any AT&T MISSOURI non-conditioning related reasons for any No Sync situation, or ensure MCIm's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, AT&T MISSOURI does not guarantee the synchronization of any loop.

3.2 Except as provided below, AT&T MISSOURI shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in MISSOURI providing advanced services or any third party.

3.2.1 In those instances where AT&T MISSOURI determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((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 AT&T MISSOURI, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T MISSOURI will respond to MCIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops in parity with the repair intervals AT&T MISSOURI provides to its advanced services affiliate(s) in that same AT&T MISSOURI state. AT&T MISSOURI will advise MCIm as soon as possible when AT&T MISSOURI is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.3 MCIm shall pay AT&T MISSOURI for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.



#### 4. TESTING

- 4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops elsewhere in this Agreement.
- 4.2 MCIIm shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to AT&T MISSOURI disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIIm is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

#### 5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to the opening of a trouble ticket for the RABT, MCIIm must verify that the problem is not MCIIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by AT&T MISSOURI as a 'No Trouble Found' (NTF) and MCIIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.4.4 of FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

- 5.2 MCIIm may open a trouble ticket for the RABT via the following two methods:

- 5.2.1 By calling the Local Operations Center 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, MCIIm 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 AT&T MISSOURI LOC. Vendor meet procedures can be found in AT&T MISSOURI's CLEC On-Line Handbook.
  - 4. It is MCIIm's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by AT&T MISSOURI i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCIIm's trouble ticket, the trouble ticket will be returned to MCIIm 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 provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCIIm for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:

- 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, AT&T MISSOURI will use that designation and the initiation of the trouble ticket by MCIm as approval for loop Conditioning and the loop will be conditioned by AT&T MISSOURI. MCIm will then be billed and shall pay the Conditioning charges set forth on the attached AT&T MISSOURI RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by AT&T MISSOURI.
  - 5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT Conditioning for a loop that is less than 12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T MISSOURI will bill and MCIm shall pay the Conditioning charges set forth on the attached, AT&T MISSOURI RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement, for any Conditioning performed by AT&T MISSOURI at MCIm's request.
  - 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T MISSOURI LOC will notify MCIm 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. PRICING**

- 6.1 The rates that AT&T MISSOURI shall charge and MCIm shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

**7. RESERVATION OF RIGHTS/INTERVENING LAW**

- 7.1 The reservation of rights/intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

## ACCESS TO 800 DATABASE SERVICE

1. INTRODUCTION

- 1.1 MCIm agrees that it does not wish to obtain AT&T MISSOURI's 800 Database Access.

911

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS ..... 3

3. BASIC 911 AND E911 GENERAL REQUIREMENTS..... 4

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS ..... 5

5. BASIC 911 AND E911 DATABASE REQUIRMENTS ..... 6

6. MCIM RESPONSIBILITIES..... 8

7. METHODS AND PRACTICES ..... 8

8. CONTINGENCY..... 9

9. BASIS OF COMPENSATION..... 10

10. LIABILITY..... 10

11. 911 TRUNKING ARRANGEMENTS ..... 10

## 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by AT&T MISSOURI to MCIIm.

## 2. DEFINITIONS

- 2.1 "911 or E911 Service Provider" means the entity that provides one or more of the following 911 elements; network, database or CPE.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.
- 2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.
- 2.7 "911 Gateway" A secure information management system that provides MCIIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIIm's Data Management System and AT&T's E911 Database Management system.
- 2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area.

The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.11 "Master Street Address Guide" or "MSAG" contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911 calls.
- 2.12 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911 calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

### 3. BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When AT&T MISSOURI is the 911 or E911 Service Provider, AT&T MISSOURI shall provide MCIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call. AT&T MISSOURI shall provide ALI interface information and access to the DMS sufficient to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by AT&T MISSOURI for its End Users.
- 3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that AT&T MISSOURI provides to itself and others.
- 3.5 Upon written request, AT&T MISSOURI shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the principles expressed in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 AT&T MISSOURI and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 AT&T MISSOURI shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T MISSOURI is the 911 or E911 Service provider. AT&T MISSOURI shall provide 911 or E911 Service to MCIm as



described this section in a particular Rate Center in which MCI is authorized to provide local telephone exchange service and AT&T MISSOURI is the 911 or E911 Service Provider.

- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 AT&T MISSOURI will forward the ANI it receives from MCI and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCI, AT&T MISSOURI will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCI, but no ALI record is found in the DBMS, AT&T MISSOURI will report this "No Record Found" condition to MCI in accordance with NENA standards.
- 3.11 Call Routing
  - 3.11.1 Where AT&T MISSOURI is the 911 or E911 Service Provider, MCI will transport 911 and/or E911 calls from each MCI point of interconnection (POI) to the AT&T MISSOURI 911 Tandem or SR.
  - 3.11.2 AT&T MISSOURI will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
  - 3.11.3 AT&T MISSOURI will forward MCI customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

#### **4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS**

- 4.1 Where AT&T MISSOURI is the 911 or E911 Service Provider, AT&T MISSOURI shall cooperate with MCI to ensure that 911/E911 Service is fully available to all MCI End User Customers whose telephone numbers have been ported from AT&T MISSOURI. AT&T MISSOURI shall provide the necessary functionality for MCI to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 AT&T MISSOURI shall notify MCI 48 hours in advance of any scheduled testing or maintenance affecting MCI 911 or E911 Service. AT&T MISSOURI shall provide notification as soon as possible of any unscheduled outage affecting MCI 911/E911 Service. AT&T MISSOURI shall notify MCI of major network changes impacting MCI as soon as AT&T MISSOURI is aware of such changes.
- 4.3 AT&T MISSOURI shall provide MCI with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
- 4.4 AT&T MISSOURI shall provide to MCI sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where AT&T MISSOURI manages the 911/E911 database, AT&T MISSOURI shall provide MCI with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.

- 4.6 AT&T MISSOURI shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where AT&T MISSOURI is the 911 or E911 Service Provider, AT&T MISSOURI shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

## 5. BASIC 911 AND E911 DATABASE REQUIRMENTS

- 5.1 When AT&T MISSOURI is the 911 or E911 Service Provider, and AT&T MISSOURI manages the DBMS. The interface to the DBMS must meet all applicable standards.
  - 5.1.1 Where AT&T MISSOURI is the 911 or E911 Service Provider and manages the DBMS, AT&T MISSOURI shall store MCI's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCI's End User Customers served by MCI's exchange(s)] in the electronic data processing database for the DBMS. AT&T MISSOURI shall provide an electronic interface through which MCI or its representative(s) may provide and update such information.
  - 5.1.2 MCI shall adopt use of Company ID on all MCI End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record for facility configurations.
  - 5.1.3 MCI or its representatives shall be responsible for providing MCI's End User 911 Records to AT&T MISSOURI for inclusion in AT&T MISSOURI's DBMS on a timely basis. AT&T MISSOURI and MCI shall arrange for the automated input and periodic updating of MCI's End User 911 Records.
- 5.2 AT&T MISSOURI shall coordinate access to the DBMS for the initial loading and updating of MCI End User Customer 911/E911 Records. Access coordination will include:
  - 5.2.1 AT&T MISSOURI provided format requirements and a delivery address for MCI to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. AT&T MISSOURI shall confirm receipt of this data by the next business day by providing MCI with a report of the number of items sent, the number of items entered correctly, and the number of errors;
  - 5.2.2 Coordination of error resolution involving entry and update activity;
  - 5.2.3 Provisioning of specific 911 routing information on each access line;
- 5.3 AT&T MISSOURI shall provide an electronic interface to the ALI/DMS database (or permit MCI to provide its own data link to the ALI Gateway that interfaces to the ALI/DMS database), through which MCI or its agent may provide a daily update of MCI Customer Information. AT&T MISSOURI shall provide MCI with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T MISSOURI shall provide error reports from the ALI/DMS database to MCI within one (1) business day after MCI or its agent enters information into the ALI/DMS database.

- 5.3.1 AT&T MISSOURI's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 AT&T MISSOURI shall provide MCIm query access to the ALI database, to verify the accuracy of MCIm Customer information, provided that MCIm has access to the 911 Gateway.
- 5.5 AT&T MISSOURI will process MCIm's End User Customer 911/E911 Records in the DBMS. AT&T MISSOURI will then provide MCIm an error and status report. AT&T MISSOURI and MCIm shall arrange for the automated input and periodic updating of 911/E911 database information related to MCIm's Customers.
- 5.6 AT&T MISSOURI shall update the ALI/DMS database within two (2) business days after receiving the data from MCIm.
- 5.7 If AT&T MISSOURI detects an error in the MCIm-provided data, the data shall be returned to MCIm within two (2) business days after it was provided to AT&T MISSOURI. MCIm shall respond to requests from AT&T MISSOURI to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall not be allowed.
- 5.9 MCIm's end user customer records will be processed in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCIm's end user customer records are updated in the DBMS. AT&T MISSOURI will provide notification when MCIm's records have been entered into the ALI DBMS.
- 5.10 ALI DBMS discrepancy reports shall be jointly researched by AT&T MISSOURI and MCIm. The responsible Party shall take immediate corrective action. AT&T MISSOURI agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 AT&T MISSOURI agrees to treat all data on MCIm's Customers provided under this Appendix as strictly confidential and to use data on MCIm's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the Public Service Commission (PSC) of Missouri or the Federal Communications Commission (FCC).
- 5.12 Where MCIm is authorized to provide local telephone exchange service, AT&T MISSOURI shall identify which ALI databases cover which counties, or parts thereof on the CLEC 911 Exhibit, and identify and communicate a point of contact for AT&T MISSOURI.
- 5.13 AT&T MISSOURI will provide to MCIm a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCIm. AT&T MISSOURI shall provide electronic updates monthly. AT&T MISSOURI shall cooperate with MCIm to ensure the accuracy of information about MCIm Customers in the ALI database and shall assist in resolving any errors. AT&T MISSOURI shall notify the E911 Customer of any errors in the MSAG concerning MCIm Customers. The MSAG will be provided by exchange rate center or community upon request.

## 6. MCIM RESPONSIBILITIES

### 6.1 Database

- 6.1.1 MCIm is responsible for providing AT&T MISSOURI updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.
- 6.1.2 MCIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires AT&T MISSOURI's participation, MCIm will coordinate with AT&T MISSOURI.

### 6.2 Other

- 6.2.1 AT&T MISSOURI will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where MCIm provides facility-based local exchange service.
- 6.2.2 MCIm is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the MCIm provides facilities-based local exchange service.

## 7. METHODS AND PRACTICES

- 7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- 7.2 MCIm will establish a minimum of two (2) dedicated trunks from MCIm's Switch to each AT&T MISSOURI E911 Selective Router (i.e., E911 Tandem Office). MCIm may, at its option, provide its own transport facilities, acquire such transport facilities from AT&T MISSOURI through the applicable State Tariff, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
  - 7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication Southwestern Bell Telephone, Land Line E911, CCS Network Interface Specifications Issue 1, December 1999 or any revisions thereto. AT&T MISSOURI shall provide MCIm a minimum of ninety (90) days notice of any changes to this document.
- 7.3 AT&T MISSOURI shall assure sufficient capacity at the 911 tandem or SR to meet MCIm's requests for interconnection within twenty (20) business days after receipt of the request. When

AT&T MISSOURI network force and load conditions require a longer implementation timeframe, AT&T MISSOURI will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.

- 7.4 AT&T MISSOURI will adhere to the principles expressed March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from an End Office Switch to AT&T MISSOURI's SR. AT&T MISSOURI will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 AT&T MISSOURI will provide the order number and circuit identification code in advance of the service due date.
- 7.6 In the event of an AT&T MISSOURI or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). AT&T MISSOURI will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising AT&T MISSOURI of the circuit identification when notifying AT&T MISSOURI of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T MISSOURI will refer network trouble to MCIm if no defect is found in AT&T MISSOURI's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

## 8. CONTINGENCY

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.
- 8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T MISSOURI and MCIm. These specifications (if any) shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. MCIm shall complete its portion of Exhibit I and submit it to AT&T MISSOURI not later than forty-five (45) days prior to the date MCIm intends on passing live traffic. AT&T MISSOURI shall complete its portion of Exhibit I and return Exhibit I to MCIm no later than fifteen (15) days from the date Exhibit I is received from MCIm.
- 8.3 MCIm must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which MCIm's end user customers are located. MCIm shall provide documentation of all requisite approval(s) to AT&T MISSOURI prior to use of MCIm's E911 connection for actual emergency calls.
- 8.4 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Appendix when necessary to accommodate expansion of MCIm's

geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

AT&T representative:

Account Manager  
4 Bell Plaza, 21<sup>st</sup> Flr  
311 S. Akard St.  
Dallas, TX 75202-5398

MCIm representative:

Kathy Jespersen  
205 N. Michigan Avenue  
Chicago, Illinois 60601  
312-260-3294

- 8.5 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

## **9. BASIS OF COMPENSATION**

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

## **10. LIABILITY**

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.
- 10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

## **11. 911 TRUNKING ARRANGEMENTS**

- 11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

## APPENDIX WHITE PAGES (WP)

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SERVICE PROVIDED.....	3
3. USE OF SUBSCRIBER LISTING INFORMATION.....	4
4. PRICING .....	5



## APPENDIX WP (WHITE PAGES DIRECTORY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for White Pages Directory Services provided by AT&T MISSOURI to MCIm. The terms and conditions for White Pages Directory Services being provided for MCIm's resale end user customers are set forth in Appendix Resale.

### 2. SERVICE PROVIDED

- 2.1 AT&T MISSOURI publishes alphabetical White Pages (WP) directories for its geographic local service areas. MCIm provides local exchange telephone service and wishes to include listing information for its end users in the appropriate AT&T MISSOURI WP directories.
- 2.2 MCIm also desires distribution to its end users of the WP directories that include listings of MCIm's end users.
- 2.3 AT&T MISSOURI will include in appropriate WP directories the primary alphabetical listings of all MCIm end users located within the local directory scope.
- 2.4 When MCIm provides its subscriber listing information to AT&T MISSOURI listings database, MCIm will receive for its end user, one primary listing in AT&T MISSOURI WP directory and a listing in AT&T MISSOURI's directory assistance database.
- 2.5 MCIm shall furnish to AT&T MISSOURI, in a form acceptable to both Parties, subscriber-listing information pertaining to MCIm end users located within the local directory scope, along with such additional information as AT&T MISSOURI may require to prepare and print the alphabetical listings of said directory. MCIm will submit listing information within one (1) business day 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 an MCIm end user. MCIm must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.
- 2.6 MCIm may provide its subscriber listing information to AT&T MISSOURI for inclusion in the WP directory via either a mechanical or manual feed of the listing information to AT&T MISSOURI's directory listing database. MCIm agrees to submit all listing information via readily accessible, electronic, or other mutually agreed format. Notwithstanding the foregoing, MCIm may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent.
- 2.6.1 At least sixty (60) calendar days prior to the directory close date for a particular directory, AT&T MISSOURI will provide MCIm upon request an electronic verification report, in directory appearance format, of all its subscriber listings as such listings are to appear in the directory. MCIm will make its request for this report at least eighty (80) days prior to the directory close date for a particular directory. MCIm shall review this electronic verification list and shall submit to AT&T MISSOURI any necessary additions, deletions or modifications via the appropriate directory listing correction process no less than thirty (30) days prior to the directory close date for that directory, provided that AT&T made the electronic verification list available to MCIm in a timely manner as specified above.

## 2.7 DIRECTORIES

2.7.1 AT&T MISSOURI shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to MCI's end user customers pursuant to terms and conditions agreed to by the publishing affiliate and MCI.

2.7.2 Intentionally Omitted

2.7.3 AT&T MISSOURI has no obligation to warehouse WP directories for MCI or provide WP directories to MCI's end users subsequent to the annual distribution of newly published directories.

2.7.4 MCI may arrange for additional directory distribution and other services with AT&T MISSOURI's directory publishing affiliate.

2.8 AT&T MISSOURI will include MCI's specific information, i.e installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. Such information shall appear in the same manner as such information appears for other CLECs. In order to have such information published, MCI will provide AT&T MISSOURI the information sixty (60) calendar days prior to the directory close date and in accordance with the instructions provided on AT&T's CLEC Online Website.

## 3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T MISSOURI agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include MCI's subscriber listing information in an area directory, and to handle MCI's subscriber listing information in the same manner as AT&T MISSOURI's subscriber listing information. In exchange for AT&T MISSOURI serving as the single point of contact and handling all subscriber listing information equally, MCI authorizes AT&T MISSOURI to include and use MCI subscriber listing information provided to AT&T MISSOURI pursuant to this Appendix in AT&T MISSOURI's WP directory, AT&T MISSOURI's directory assistance databases, and to provide MCI subscriber listing information to directory publishers. Included in this authorization is release of MCI listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3). Also included in this authorization is AT&T MISSOURI's use of MCI's subscriber listing information in AT&T MISSOURI's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 AT&T MISSOURI further agrees not to charge MCI 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 MCI's subscriber list information to directory publishers, MCI agrees that it will receive no compensation for AT&T MISSOURI's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such MCI subscriber list information shall be intermingled with AT&T MISSOURI's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T MISSOURI.

3.3 Each time a third party publisher requests MCI's listings, MCI shall not be required to submit a letter of authorization.

#### 4. PRICING

4.1 Intentionally Omitted.

4.2 Where a MCI end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T MISSOURI will assess MCI a charge for such listings in accordance with Appendix Pricing. An additional charge applies when MCI wishes to list an End User in AT&T MISSOURI directory assistance database but does not wish to have its End User listed in AT&T MISSOURI's WP directory. In addition, MCI may elect to have its End Users unlisted and the listing not published in AT&T MISSOURI's WP directory for those nonpublished, nonlisted services in accordance with Appendix Pricing.

## LINE SPLITTING

TABLE OF CONTENTS

1. INTRODUCTION .....3

2. DEFINITIONS.....3

3. GENERAL TERMS AND CONDITIONS .....4

4. AUTHORIZED ADVANCED SERVICES PROVIDER.....4

5. LOOP OFFERING .....5

6. INTENTIONALLY OMITTED .....5

7. PROVISIONING .....5

8. SERVICE QUALITY AND MAINTENANCE .....6

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES .....6

10. SPECTRUM MANAGEMENT .....7

11. PRICING.....7

12. RESERVATION OF RIGHTS .....7

## 1. INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T MISSOURI will provide MCIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T MISSOURI shall support MCIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to AT&T MISSOURI Line Splitting processes and procedures result from final outcomes of the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T MISSOURI and MCIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 AT&T MISSOURI shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

## 2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.

- 2.8 "Line Splitting" is the process in which one CLEC (which may include MCI or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCI or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.
- 2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a 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 a packet-switched network.

### **3. GENERAL TERMS AND CONDITIONS**

- 3.1 Intentionally Omitted.
- 3.2 AT&T MISSOURI will provide MCI with access to UNE to provide Line Splitting to deploy xDSL technologies. AT&T MISSOURI will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T MISSOURI does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted
- 3.6 Whenever MCI purchases an xDSL Loop, MCI shall control the entire loop spectrum.
- 3.7 Intentionally Omitted.
- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 Intentionally Omitted.
- 3.11 Intentionally Omitted.
- 3.12 Intentionally Omitted
- 3.13 AT&T MISSOURI may not require MCI to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

### **4. AUTHORIZED ADVANCED SERVICES PROVIDER**

- 4.1 MCI may identify to AT&T MISSOURI one or more CLECs as an authorized advanced services provider which is authorized by MCI to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCI ("Advanced Services

Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCIIm acknowledges that the AASP is placing the order on MCIIm's behalf. Such an Advanced Services Provider shall submit orders on MCIIm's behalf using MCIIm's ACNA OCN and circuit facilities assignment ("CFA") information.

4.2 Intentionally Omitted.

4.3 MCIIm is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.

4.4 Liability and Indemnification for unauthorized use of AT&T MISSOURI's OSS is addressed in Appendix OSS.

## **5. LOOP OFFERING**

5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIIm for Line Splitting, AT&T MISSOURI shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

## **6. INTENTIONALLY OMITTED**

## **7. PROVISIONING**

7.1 Intentionally Omitted.

7.2 Provisioning intervals for xDSL Loops utilized by MCIIm for Line Splitting are the same as those set forth in Appendix xDSL.

7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, AT&T will abide by the provisions outlined pursuant to Appendix xDSL of this Agreement, subject to the outcome of any statewide collaboratives agreed upon changes in the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, as set forth in sec. 1.2 above.

7.4 Intentionally Omitted.

7.5 Intentionally Omitted.

7.6 Intentionally Omitted.

7.7 Intentionally Omitted.

7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.



- 7.11 If connections to a collocation arrangement must be established or modified, then MCIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

## **8. SERVICE QUALITY AND MAINTENANCE**

- 8.1 Intentionally Omitted.
- 8.2 AT&T MISSOURI will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.
- 8.3 AT&T MISSOURI is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T MISSOURI provided equipment. Except as provided herein, MCIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
- 8.4 AT&T MISSOURI and MCIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T MISSOURI perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T MISSOURI have any obligation to test, maintain, or repair an MCIm owned, physically collocated Splitter.
- 8.5 Procedures and Access. AT&T MISSOURI will provide resolution of MCIm-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T MISSOURI provides to other CLECs or any of its affiliates in MISSOURI providing advanced services. When resolving such trouble tickets, AT&T MISSOURI shall not rearrange or modify the Loop beyond the original service without prior notification to MCIm.
- 8.6 AT&T MISSOURI will visually inspect all Central Office cross connects placed in association with Line Splitting orders.

## **9. SPLITTER OWNERSHIP AND RESPONSIBILITIES**

- 9.1 The Parties agree that AT&T MISSOURI shall have no obligation to provide MCIm with Splitters.
- 9.2 When MCIm is physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.
- 9.3 When MCIm is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.
- 9.4 AT&T MISSOURI shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

**10. SPECTRUM MANAGEMENT**

- 10.1 The Parties shall use spectrum management to manage the deployment in accordance with the standards set forth in Appendix xDSL of this Agreement.

**11. PRICING**

- 11.1 The applicable rates are as set forth in Appendix Pricing.

**12. RESERVATION OF RIGHTS**

- 12.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

## APPENDIX COORDINATED HOT CUT (CHC)

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. CHC SERVICE DESCRIPTION ..... 3

3. CHC PRICING ..... 3

## 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T MISSOURI and MCIIm.

- 1.1 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.2 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by MCIIm.

## 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits MCIIm to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 MCIIm will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables MCIIm to schedule and coordinate particular provisioning requirements with AT&T MISSOURI.
- 2.3 AT&T MISSOURI may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 AT&T MISSOURI reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T MISSOURI's ability to provide its baseline service. Where time permits, AT&T will make every effort to notify MCIIm when such unanticipated activities occur.

## 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 The charges for Coordinated Hot Cuts are set forth in Appendix Pricing.
- 3.3 In the event the AT&T MISSOURI fails to meet a CHC Service commitment for reasons within the control of AT&T MISSOURI, AT&T will not charge MCIIm a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to MCIIm, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if MCIIm requests any change to an order with CHC Service including, but not limited to, AT&T MISSOURI's inability to gain access to MCIIm's end user's premises, or MCIIm's end user is not ready to proceed with the order, the CHC charge will apply and AT&T MISSOURI is no longer obligated to ensure a CHC is on that order.

## Appendix Out of Exchange Traffic

## TABLE OF CONTENTS

1. DEFINITIONS .....	3
2. INTRODUCTION .....	3
3. NETWORK MANAGEMENT .....	3
4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC .....	4
5. INTERCARRIER TRAFFIC COMPENSATION .....	5
6. INTENTIONALLY LEFT BLANK .....	5
7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC .....	5
8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION .....	5
9. INTERLATA SECTION 251(B)(5) TRAFFIC .....	5

## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Operations Inc. (AT&T-13STATE) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an MCI end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user customer located in an AT&T-13STATE local exchange area or;
  - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an MCI end user customer located in another ILEC's incumbent local exchange area.

### 2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCI intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect MCI's network with AT&T-13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, AT&T-13STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-13STATE is the ILEC under the Act.

### 3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.



#### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that AT&T-13STATE's originating traffic destined for MCI's end user customers in another ILEC's exchange will be delivered to MCI's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCI's traffic originating from another ILEC's exchange and destined for AT&T-13STATE end users will be delivered to MCI's POI arrangements in the AT&T exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and AT&T-13STATE exceeds one DS1 (24 DS0s) to or from an AT&T-13STATE End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, AT&T-13STATE agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, AT&T-13STATE will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, AT&T-13STATE's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to AT&T-13STATE's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at AT&T-13STATE's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require AT&T-13STATE to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to AT&T-13STATE's tandem(s) will provide MCI accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility

only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

- 4.10 AT&T-13STATE will open MCI NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using standard industry practice and intervals.

**5. INTERCARRIER COMPENSATION**

- 5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

**6. INTENTIONALLY LEFT BLANK**

**7. INTENTIONALLY LEFT BLANK**

**8. INTENTIONALLY LEFT BLANK**

**9. INTERLATA SECTION 251(B)(5) TRAFFIC**

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 9.3 Intentionally Omitted
- 9.4 Except as otherwise provided in this Appendix, for MCI originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

**AMENDMENT  
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,  
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Amendment") is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut ("13-State Region") through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights; but only to the extent that any such future CLEC affiliate or subsidiary (i) is operating as a competitive Local Exchange Carrier in ILEC's territory in the 13-State Region and (ii) is interconnected and exchanging traffic with ILEC as a competitive Local Exchange Carrier. The Parties acknowledge and agree that CLEC has competitive Local Exchange Carrier affiliates that, in addition to operating as a competitive Local Exchange Carrier, operate as an incumbent Local Exchange Carrier or in some other Non-CLEC capacity ("Non-CLEC Operations"). The Parties agree that nothing in this Amendment is intended to bind CLECs future competitive Local Exchange Carrier affiliates or subsidiaries in any manner for such Non-CLEC Operations. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on August 1, 2007<sup>1</sup> ("Effective Date") and shall continue until July 31, 2009. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" and a certain Implementation Letter both entered into by the Parties on May 1, 2007.

- 1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. This

---

<sup>1</sup> Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. However, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, August 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from August 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from August 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36 ("FCC Order"), the affected provisions of this Amendment relating

to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

#### **4. POI Requirements**

- 4.1 In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit B, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.
- 4.2 Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.
- 4.3 CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing

Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1 In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within the rate center.

4.3.2 In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within the local exchange area.

4.4 When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1 CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2 CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3 CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

- 4.4.4 CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the AT&T serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
  - 4.4.5 CLEC may purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
  - 4.4.6 CLEC may utilize the transport facilities from a third party; or
  - 4.4.7 CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5 The Parties acknowledge that CLEC is currently operating under multiple ICAs in certain states in the AT&T-13-state region. Therefore, when establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport 251(b)(5) Traffic, ISP-bound Traffic and/or intraLATA traffic utilizing any of CLEC's facilities; provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. If CLEC has multiple switches in a LATA operating under a single ICA, CLEC may establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the facilities of any CLEC's multiple switches in a LATA; provided, however, that traffic from each CLEC switch will be routed over a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group.
- 4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed (including without limitation the elimination or decommissioning of a POI) without the mutual agreement of both Parties. However, subject to Sections 4.2 and 4.3 above, the Parties agree that CLEC may decommission a POI in the event that traffic exchanged through that POI is less than a T1 for three consecutive months, provided, however, CLEC must maintain a POI in each LATA in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC



companies). CLEC must provide ILEC thirty (30) days prior written notice before decommissioning any POI.

- 4.7 When a new POI is established under Section 4, ILEC shall be responsible for the provisioning of facilities on its side of the POI and CLEC shall be responsible for the provisioning of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8 When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
  - 4.8.1 Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.
  - 4.8.2 The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.8 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or

interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
  - 7.1 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.
8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-

way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic**

13.1 Definitions.

"Section 251(b)(5) Traffic" shall mean the traffic that is lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. For purposes of this Amendment Section 251(b)(5) Traffic shall include mandatory extended area service calls and metropolitan calling area calls (as approved by the applicable Commission as of the Effective Date).

"ISP-Bound Traffic" shall mean any ISP traffic that, as of the Effective Date of this Amendment, is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001) ("ISP Remand Order") and the subsequent FCC CoreCom order, FCC 04-241, WC Docket No. 03-171 (released October 18, 2004) granting forbearance from enforcing certain provisions of the ISP Remand Order related to growth caps and the new markets rule.

"Total Compensable Traffic" shall mean the combination of Section 251(b)(5) and ISP-Bound Traffic exchanged by the Parties pursuant to the ICA and the combination of Section 251(b)(5) and ISP-Bound Traffic that originates from or terminates to a CLEC end user which is provided local telephone service (dialtone) via ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis pursuant to the Local Wholesale Complete ("LWC") agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date.

"Intercarrier Traffic" includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic exchanged by the Parties pursuant to the ICAs and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

#### **14. Compensation**

- 14.1 The Parties shall compensate each other for all Total Compensable Traffic in accordance with the terms of this Section 14.
- 14.2 Intentionally Omitted.
- 14.3 CLEC-Originated Traffic. ILEC shall bill CLEC, for all CLEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment.
- 14.4 ILEC-Originated Traffic. CLEC shall bill ILEC for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit B of this Amendment. The Parties agree that the Exhibit B rates were calculated based on a CLEC-specific traffic study conducted by ILEC to determine the proportion of ISP-Bound Traffic and 251(b)(5) Traffic originated by ILEC and terminated by CLEC.<sup>2</sup>

---

<sup>2</sup> In the event that any telecommunications carrier should adopt this ICA, which includes this Amendment, pursuant to Section 252(i) of the Act ("Adopting CLEC"), it is ILEC's position that the Adopting CLEC shall bill ILEC for all ILEC-originated Section 251(b)(5)

14.4.1 If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Total Compensable Traffic for purposes of compensation provided however, that such end users must both be located within the same LATA.

14.5 Intrastate Access Rates. For intrastate intraLATA toll traffic, exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

---

Traffic at the state specific rates in Exhibit A, and for ISP-Bound Traffic at the ISP rate of \$.0007 unless and until ILEC conducts a traffic study to determine the percentage of ILEC originated ISP Bound/251(b)(5) Traffic transported and terminated by Adopting CLEC and the ILEC and Adopting CLEC reach agreement on single state-specific rates and amend this Amendment in accordance with procedures set forth in Section 14.7 and Exhibit C. It is ILEC's position that for ISP-Bound Traffic ILEC and Adopting CLEC will use the FCC's rebuttable presumption as described in the underlying ICA. If the underlying ICA does not have rebuttable presumption language, it is ILEC's position that the following language shall apply to Adopting CLEC: (a) The parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where Adopting CLEC is using end office switching provided to Adopting CLEC by ILEC on a non-resale, wholesale basis pursuant to a Local Wholesale Complete agreement) and ISP-bound Traffic that is terminated by one party for the other party pursuant to the ICA between ILEC and Adopting CLEC within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other party pursuant to the ICA between ILEC and Adopting CLEC within that month shall be presumed to be ISP-bound Traffic. (b) Both ILEC and Adopting CLEC have the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the parties, or by any method approved by the applicable regulatory agency, including the Commission. If a party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval. For avoidance of doubt, ILEC and CLEC agree that this Footnote 2 has no force or effect between ILEC and CLEC and is intended by ILEC to apply only to Adopting CLECs.

- 14.6 Intercarrier Traffic. The Parties agree that the rates, terms and conditions for Intercarrier Traffic other than Total Compensable Traffic are as set forth in the applicable ICA, agreements, and/or tariff.
- 14.7 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit C of this Amendment. Upon completion of such studies, the Parties shall execute an amendment to this Amendment to reflect their agreement to use the resulting proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic for the remainder of the term of this Amendment. If the Parties cannot agree upon the appropriate proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound Traffic and Section 251(b)(5) Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic as ordered by the state Commission.
- 15. Intentionally Omitted.**
- 16. Intentionally Omitted.**
- 17. Intentionally Omitted.**
- 18. Reservation of Rights**
- 18.1 Intentionally Omitted.

- 18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3 The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415

(D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

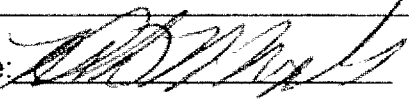
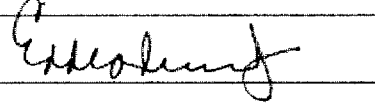
**19. Additional Terms and Conditions**

- 19.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 19.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 19.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 19.4 The terms contained in this Amendment and its Exhibits A, B and C constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.



- 19.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 19.7 This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on August 1, 2007 (the Effective Date).

MCImetro Access Transmission Services LLC	AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
Signature: 	Signature: 
Name: <b>Peter H. Reynolds</b> Print or type	Name: <b>EDDIE A. REED JR</b> Print or type
Title: <u>Director</u>	Title: Director – Contract Management
Date: <u>Oct 29, 2007</u>	Date: <u>11-1-07</u>

**EXHIBIT A**

		<b>Arkansas</b>	<b>Kansas</b>	<b>Oklahoma</b>	<b>Missouri<sup>3</sup></b>
End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
	Zone 3	\$0.001310	\$0.001310	\$0.003800	\$0.002807
	Zone 2	\$0.001690	\$0.001690	\$0.002516	\$0.001949
	Zone 1	\$0.002530	\$0.002530	\$0.002268	\$0.001620
Tandem Switching		\$0.000789	\$0.000789	\$0.000956	\$0.001231
Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
	Zone 3	\$0.000157	\$0.000157	\$0.000266	\$0.000246
	Zone 2	\$0.000171	\$0.000171	\$0.000282	\$0.000232
	Zone 1	\$0.000196	\$0.000196	\$0.000499	\$0.000155
	Interzone	\$0.000186	\$0.000186	\$0.000147	\$0.000271
Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.0000008
Per Minute per Mile	Zone 3	\$0.000001	\$0.000001	\$0.000008	\$0.0000117
	Zone 2	\$0.000003	\$0.000003	\$0.000049	\$0.0000057
	Zone 1	\$0.000006	\$0.000006	\$0.000027	\$0.0000016
	Interzone	\$0.000001	\$0.000001	\$0.000002	\$0.0000030
		<b>California</b>	<b>Nevada</b>	<b>Michigan</b>	
End Office Call Set-Up		\$0.001448	\$0.003110	\$0.000622	
End Office Call Duration		\$0.001360	\$0.002506	\$0.000521	
Tandem Switching Set-Up		\$0.000629	\$0.002658	\$0.000322	
Tandem Switching Duration		\$0.000453	\$0.001261	\$0.000337	
Common Transport (Fixed)/Tandem Term Set-up		\$0.001251	\$0.000305	\$0.000077	
Tandem Term Duration		n/a	n/a	\$0.000081	
Common Transport (Variable) (per mou per mile)		\$0.000021	\$0.000019	\$0.000001	
		<b>Illinois</b>	<b>Indiana</b>	<b>Ohio</b>	<b>Wisconsin</b>
End Office Switching		\$0.003746	\$0.004097	\$0.003600	\$0.004241
Tandem Switching		\$0.001072	\$0.000307	\$0.000623	\$0.000704
Tandem Transport Termination		\$0.000201	\$0.000102	\$0.000146	\$0.000188
Tandem Transport Facility Mileage (per mou per mile)		\$0.000013	\$0.000005	\$0.000006	\$0.000014
<b>Texas</b>					
Call Set-Up		\$0.0010887			
Duration		\$0.0010423			
<b>Connecticut</b>					
End Office Served Rate		\$0.003576			
Tandem Served Rate		\$0.005560			

<sup>3</sup> The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the Parties agree that ILEC shall not bill CLEC for any CLEC originated MCA traffic.

## EXHIBIT B

<u>State</u>	<u>Rate</u> <sup>4</sup>
<b><u>Arkansas</u></b>	\$0.000881
<b><u>California</u></b>	
Set Up	\$0.000229
Duration	\$0.000877
<b><u>Connecticut</u></b>	\$0.001186
<b><u>Illinois</u></b>	\$0.001188
<b><u>Indiana</u></b>	\$0.001196
<b><u>Kansas</u></b>	\$0.000880
<b><u>Michigan</u></b>	
Set Up	\$0.000104
Duration	\$0.000693
<b><u>Missouri</u></b> (70% MCA) <sup>5</sup>	\$0.000282
<b><u>Nevada</u></b>	
Set Up	\$0.000547
Duration	\$0.001031
<b><u>Ohio</u></b>	\$ 0.001142
<b><u>Oklahoma</u></b>	\$ 0.001037
<b><u>Texas</u></b>	
Set Up	\$0.000152
Duration	\$0.000748
<b><u>Wisconsin</u></b>	\$0.001242

<sup>4</sup> The Parties agree that the Exhibit B rates are based on the following:

- Eighty-six percent (86%) ISP-Bound traffic and fourteen percent (14%) 251 (b)(5) Traffic.
- A rate of \$0.0007 was used for ISP-Bound Traffic and the state-specific rates set forth in Exhibit A were used for 251(b)(5) Traffic (70% at the state-specific end office rate and 30% at the state-specific tandem rates).
- Where zone measurement is applicable, the Zone 2 rates set forth in Exhibit A were used.
- Where a common transport mileage charge is applicable, a common transport mileage charge of 15 miles was used.

<sup>5</sup> The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the rate contained in the matrix reflects, based on a traffic study exchanged by the Parties, that 70% of the traffic sent by ILEC to CLEC was MCA traffic and subject to bill and keep.

## EXHIBIT C

### TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5) Traffic.
2. The study shall cover a one-month period to be agreed upon by the Parties.
3. The studies shall cover each of the 13 states in the legacy SBC operating territory. The Parties shall compile the data on a state-by-state basis and shall exchange data when study for any given state is complete.
- 4a. CLEC shall use: (i) originating switch recordings for CLEC's originating facilities-based traffic and (ii) EMI Category 10 local originating records for CLEC's traffic originated from CLEC's Local Wholesale Complete end users.
- 4b. ILEC shall use its originating switch records.
5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number).
6. Calls not meeting the criteria set forth in Section 5 shall be presumed to be Section 251(b)(5) Traffic.
7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) Traffic.
8. Intentionally Omitted.
9. In providing the results of its study to other Party, each Party shall provide the following detail:
  - State
  - Traffic Month reported on
  - Total Terminating Minutes for study period
  - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
  - Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic
10. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.

**FURTHER AMENDMENT TO  
AMENDMENT SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND  
TRUNKING TERMS**

**BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE,  
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND  
TELEPHONE COMPANY D/B/A AT&T CONNECTICUT AND SOUTHWESTERN BELL TELEPHONE COMPANY  
D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS**

**AND**

**MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

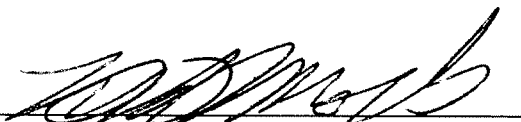
The Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms effective August 1, 2007 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas ("AT&T") and MCImetro Access Transmission Services LLC ("MCIm") (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) (such Amendment, the "Original Amendment") is hereby amended as follows:

1. Notwithstanding anything to the contrary in Section 1 of the Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms, the term of the Original Amendment will be extended and shall remain in effect through July 31, 2011. Thereafter, the Original Amendment will remain in full force and effect unless terminated in accordance with the terms thereof.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT (INCLUDING ANY AMENDMENTS THERETO) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall be filed with and is subject to approval by the applicable state Commissions.

## MCImetro Access Transmission Services LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By:



Name: **Peter H. Reynolds**  
(Print or Type)

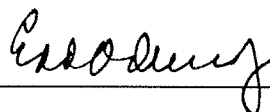
Title:

*Director*  
(Print or Type)

Date:

*Oct 28, 2009*

By:



Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date:

*1-26-10*

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

The Interconnection Agreement dated August 10, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and MCImetro Access Transmission Services LLC ("CLEC") as previously amended as of the date hereof ("Agreement") effective in the State of Missouri is hereby amended as follows:

**WHEREAS**, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

**WHEREAS**, the Parties conformed the Agreement to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

**WHEREAS**, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

**WHEREAS**, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

**WHEREAS**, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

**WHEREAS**, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

**WHEREAS**, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

**WHEREAS**, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended:

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise. As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.
3. **Section 271 Elements.** AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following

---

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".



Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)<sup>2</sup>, either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The parties hereby acknowledge that CLEC is no longer entitled to order any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement. As of the Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.

4. **Entrance Facilities.**

4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities at TELRIC rates for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic between its own end users) ("Declassified Entrance Facilities").

4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.

5. **Pricing Schedules.** The Parties agree that the reference to the header "Dedicated Transport Entrance Facilities" in the "M2A Final Price List" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for all Interconnection Facilities.
6. **House Bill 1779, Section 392.550.** The Parties shall exchange "Interconnected voice over Internet protocol service," as defined in Mo. Rev. Stat. § 386.202(23) ("IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges in accordance with the Agreement (as amended by this Amendment) and the Parties' applicable tariffs; provided, however, to the extent that as of August 28, 2008, the Agreement contained intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.
7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
11. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

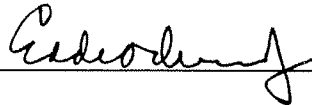
---

<sup>2</sup> The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

MCImetro Access Transmission Services LLC

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

By: 

By: 

Name: **Peter H. Reynolds**  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: Director  
(Print or Type)

Title: Director-Interconnection Agreements

Date: Oct 20, 2009

Date: 10-21-09

UNE OCN # 7290, 7594, 7432, 7666 and 2691

Resale OCN # 7229, 7020, 7974 and 7149

Switch Based OCN # 7290, 7594, 7432, 7666 and 2691

ACNA: WUA, BFP, MFZ, ICF and AKJ