2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.8 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services; provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.

3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.

3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the

degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

(d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in this Interconnection Agreement.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 The CLEC has the option of collocating a DSLAM in ILEC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at ILEC RTs, ILEC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.2 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and ILEC has placed a DSLAM in the RT, ILEC must unbundle and provide access to its packet switching. ILEC is relieved of this unbundling obligation if it permits a requesting carrier to collocate its DSLAM in ILEC's remote terminal, on the same terms and conditions that apply to its own DSLAM and there is room in the RT for CLEC to collocate its DSLAM. The rates set forth in the Interconnection Agreement shall apply to this subloop.

4.2.1 When ILEC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide ILEC with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes. ILEC shall use PSD mask information solely for inventory purposes.

4.2.2 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.3 When ILEC traditional retail POTS services are disconnected ILEC will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. ILEC will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the reconfiguration/disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

4.4 ILEC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where ILEC is not the retail POTS provider.

4.6 ILEC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. ILEC shall be under no obligation to provide HFPL where ILEC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay ILEC for any conditioning performed at its request, pursuant to Section 7.1.

4.7 For each HFPL, CLEC shall at the time of ordering, notify ILEC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify ILEC. Likewise, ILEC will disclose to CLEC upon request information with respect to the number of loops

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using advanced services technology within the binder and type of technology deployed on those loops ILEC will use this formation 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 (but still remains in the HFPL only), CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes.

4.8 In the event that ILEC determines there are excessive disturbers, ILEC will disclose to the requesting CLEC 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 48 hours of the denial.

4.9 ILEC will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.10 ILEC 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, ILEC may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with ILEC's standard collocation practices and procedure. When virtually collocated, ILEC will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, ILEC agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. ILEC will

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determine where such ILEC-owned splitters will be located in each central office. ILEC owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, ILEC will perform testing and repair at the ILEC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by ILEC, CLEC shall pay ILEC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 ILEC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide ILEC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, ILEC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the ILEC central office. For requests for ILEC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement.

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ILEC will manage the capacity of the splitter and all facilities related to provision of HFSL in a reasonable and nondiscriminatory manner.

5.1.2.2 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with ILEC's Operational Support Systems ("OSS"). ILEC will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All ILEC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 From time to time, ILEC may need to replace or repair ILEC-owned splitters or splitter cards, which necessitate a brief interruption of service. In the event that service interruption is anticipated by ILEC, ILEC shall notify CLEC.

5.1.2.6 ILEC retains the sole right to select ILEC-owned splitter equipment and installation vendors.

5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, ILEC will install the splitter in a ILEC bay and ILEC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard

recognizable arrangements that will work with ILEC Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING[1]

6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 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 in 6.1 above will return

[1] These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

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information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever

possible, transfer the end-user's voice service to a loop that is capable of supporting the CLEC's xDSL technology across the high frequency network element.

7. PROVISIONING

7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, ILEC will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The interim provisioning and installation interval for HFPL, 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 the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as

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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 ILEC's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.4 The CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.

7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8. MAINTENANCE /SERVICE ASSURANCE

8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.

8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission

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for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.6 The CLEC shall not rearrange of modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9. SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10. PRICING

10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	$0
ILEC Splitter, Recurring	$0.89
OSS Recovery Charge	$0.61

11. RESERVATION OF RIGHTS

11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or ILEC may take on relevant issues before industry

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forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.

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M2A Optional Line Splitting Amendment – Appendix to Attachment 25: xDSL

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1. LINE SPLITTING

The parties acknowledge and agree that when the Texas Public Utility Commission approves contract language regarding line splitting in the SWBT v. AT&T arbitration, Texas PUC Docket No. 22315, or any successor docket, SWBT will provide line splitting to CLEC in Missouri on an interim basis pursuant to those same terms, conditions and rates, without the need for amending this Agreement. The availability of line splitting in Missouri at the rates set in the Texas arbitration will be interim, subject to true-up, pending the outcome of Case No. TO-2001-440 or any other proceeding opened by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Splitting. Upon the effective date of an order of the Missouri Public Service Commission establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions from Texas. The interim rates from Texas are subject to true up to the permanent Line Splitting rates to be established by the Missouri Public Service Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Splitting rates, but shall not include any period prior to the effective date of this agreement with CLEC.

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ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are "legitimately related" for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is "legitimately related" to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

ITEM REQUESTED	"LEGITIMATELY RELATED PROVISIONS"	
UNEs	Attachments 6-10 & Appendices	GT&C specified above & Attachment 26
Resale	Attachments 1-5 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Interconnection	Attachment 11 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Reciprocal Compensation	Attachment 12 & Appendix	GT&C specified above, and applicable prices & Attachment 26
Performance Measures	Attachment 17, including Performance Remedy Plan and Appendices	GT&C specified above & Attachment 26
DSL	Attachment 25	GT&C specified above, and applicable prices & Attachment 26
Ancillary Functions	Attachment 13 and Appendices	GT&C specified above, and applicable prices & Attachment 26
Number Portability	Attachment 14 and Appendix	GT&C specified above, and applicable prices & Attachment 26
E 911	Attachment 15	GT&C specified above, and applicable prices & Attachment 26
Network Security & Law Enforcement	Attachment 16	GT&C specified above, and applicable prices & Attachment 26
Mutual Exchange of Directory Listing Information	Attachment 18	GT&C specified above, and applicable prices & Attachment 26
White Pages – Other	Attachment 19	GT&C specified above, and applicable prices & Attachment 26
Clearinghouse	Attachment 20	GT&C specified above, and applicable prices & Attachment 26
Numbering	Attachment 21	GT&C specified above, and applicable prices & Attachment 26
DA – Facilities Based	Attachment 22	GT&C specified above, and applicable prices & Attachment 26
OS – Facilities Based	Attachment 23	GT&C specified above, and applicable prices & Attachment 26
Recording – Facilities Based	Attachment 24 and Appendices	GT&C specified above, and applicable prices & Attachment 26

(90)

AMENDMENT NO. ____

TO THE

INTERCONNECTION AGREEMENT – MISSOURI

EFFECTIVE October 29, 2001

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

NUVOX COMMUNICATIONS OF MISSOURI, INC.

This Amendment to the Interconnection Agreement – Missouri is entered into this 29th day of October, 2001 between, SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT"), a Missouri Corporation, having an office at 1010 Pine Street, St. Louis, Missouri 63101 and NUVOX COMMUNICATIONS OF MISSOURI, INC. ("CLEC"), a Missouri corporation, having an office at 16090 Swingley Ridge Road, Suite 500, Chesterfield, Missouri 63017, (collectively, "the Parties").

WHEREAS the Parties on May 30, 2001 entered into the Interconnection Agreement – Missouri approved by an Order of the Missouri Public Service Commission in Case No. TO-99-227 ("the Agreement"); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the FCC published in the Federal Register its Third Report and Order in Docket No. 96-98 on January 18, 2000, as amended by Supplemental Order released November 24, 1999 in the same proceeding ("UNE Remand Order"); and

WHEREAS, although the Parties acknowledge that the Agreement was already, in many ways, consistent with the UNE Remand Order when it became effective, they wish to amend the Agreement to incorporate certain additional holdings of the UNE Remand Order by amending the following sections as indicated. All other sections remain unchanged; [1]

[1] Additions are indicated by boldface type; deletions by strikethrough.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

Attachment 6: Unbundled Network Elements (Section 3) is amended as follows:

3.0 Network Interface Device

3.1 The Network Interface Device (NID) ~~is~~ **unbundled network element is defined as any means of interconnection of end-user customer premises wiring to SWBT's distribution loop facilities, such as a cross connect device used for that purpose a** ~~cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer~~. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. **Pursuant to applicable FCC rules, SWBT offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.**

3.2 CLEC personnel may connect **CLEC loop facilities** to the customer's **premises wiring** ~~inside wire at~~ **through** the SWBT NID, as is, at no charge**, or at any other technically feasible point.** Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

Attachment 6: Unbundled Network Elements (Section 4) is amended as follows:

4.0 Local Loop

4.1 Definition: **Pursuant to applicable FCC rules, a** ~~A~~ ~~"loop"~~ **local loop unbundled network element** is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and **the loop demarcation point at** an end user customer premises. **Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wire is owned and controlled by SWBT. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.**

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4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.45. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.

4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

4.2.2 The 4-Wire analog loop 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.

4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.2.4 The 4-Wire digital loop 1.544 Mbps loop 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.

4.2.5 The DS3 Loop provides a digital, 45 Mbps circuit from the SWBT central office to the customer's end user location. Pursuant to the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, whether or not entrance facilities are self-provided or obtained from third parties, unless they are used to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. The "significant amount of local exchange service, in addition to exchange service, to a particular customer" must be properly quantified and certified to SWBT pursuant to the FCC's Supplemental Order and to SWBT's established implementation plans and procedures set forth on the CLEC website.

4.2.~~5~~6 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of

Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning~~, including, without limitation, loops capable of carrying DS3 signals,~~ pursuant to the Special Request process. The availability of a loop type~~, *e.g.*, DS3 loop,~~ through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement~~, *e.g.*, DS3 Entrance Facility~~.

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

~~4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.~~

~~4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE – Schedule of Prices labeled "Subloop Distribution".~~

~~4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit evocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder~~

~~segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.~~

~~4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".~~

~~4.6.2.2 When CLEC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".~~

~~4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case-by-case basis through the Special Request Process.~~

4.6.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.6.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device or other point of demarcation
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device or other point of demarcation
9. Terminal	Network Interface Device or other point of demarcation
10. Stand Alone NID	Not applicable

4.6.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish collocation and/or the necessary sub-loop interconnection arrangement(s) to interconnect to the sub-loop. Prior to ordering a sub-loop, CLEC will submit a request for information on sub-loop availability. Appropriate prices for processing the inquiry as well as appropriate prices for the engineering and other associated services performed will apply. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop 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 sub-loop facilities. Spare sub-loop(s) will be assigned to CLECs only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

4.6.4 Sub-loop are provided "as is" unless CLEC requests loop conditioning on xDSL Compatible Sub-loops for the purpose of offering advanced services. xDSL Compatible Sub-loop Conditioning will be provided at the rates, terms, and conditions set out in Appendix 25-xDSL.

4.6.5 **Notwithstanding any provision in the Agreement, Sub-loops are not available for combination by SWBT with any Unbundled Network Elements or service.**

4.6.6 **The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC switch will be lost.**

4.6.7 **The sub-loop offering will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire digital sub-loops, two-wire and four-wire DSL Compatible Sub-Loop, two-wire Digital (ISDN) Compatible Sub-Loop, four-wire DS1 Compatible Sub-Loop and DS3 Compatible Sub-Loops similar to the existing unbundled loop product offering. Consistent with paragraph 14.5 of Attachment 6, the sub-loop unbundled network elements will be provided at cost based prices. Said prices will be provided by SWBT in writing to CLEC as soon as possible, but in any event within 30 days of CLEC's request. CLEC will advise SWBT within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 45 days of SWBT's provision of the prices to CLEC, either Party may file with the Missouri Public Service Commission requesting a determination of the appropriate cost based pricing. Any determination by Missouri Public Service Commission on the appropriate price will be applied retroactively to the sooner of the effective date of this Amendment or the first provision of a sub-loop to CLEC.**

4.6.8 **Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SWBT's processes implementing the Supplemental Order. Such sub-loops shall terminate only in collocation arrangements.**

Attachment 6: Unbundled Network Elements (Section 5):

Add the following new section:

5.4 Unbundled Local Switching

5.4.1 Upon not less than sixty (60) days' written notice to CLEC, SWBT may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each, an "Exception Territory") with respect to which SWBT can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SWBT has satisfied each of the following conditions:

(a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SWBT offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

(b) In the Exception Territory where SWBT elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order. In the Exception Territory, SWBT would offer the EEL. If SWBT elects to offer the EEL, the EEL will be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. SWBT may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

5.4.2 In determining whether SWBT may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that SWBT provides to CLEC through pre-ordering process.

5.4.3 Nothing in this Section 5.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services to an End-User customer account with respect to which SWBT may exercise its rights under this Section.

5.5 Packet Switching

5.5.1 SWBT will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

5.5.1.1 SWBT has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

5.5.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

5.5.1.3 SWBT has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

5.5.1.4 SWBT has deployed packet switching capability for its own use.

Attachment 6: Unbundled Network Elements (Section 8):

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity. ~~CLEC may request other interface options pursuant to the Special Request process.~~**Higher speeds (e.g. OC192) will be made available to CLEC as deployed in SWBT wire centers.**

Attachment 6: Unbundled Network Elements (Section 9.7) is amended as follows:

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking ~~either an SWBT AIN feature or~~ an CLEC developed AIN feature as per previous section.

Attachment 6: Unbundled Network Elements (Section 14) is amended as follows:

14.9 SWBT will reconfigure existing qualifying special access services terminating at a collocation arrangement to combinations of unbundled loop and transport but only in accordance with the requirements of the FTA, applicable FCC rules and the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket

No. 96-98 (FCC 99-370). SWBT's processes to do so in accordance with those requirements are set forth on the SBC CLEC web site.

Attachment 25: xDSL (Section 5) is amended as follows:

5.7 OSS: LOOP MAKE-UP INFORMATION AND ORDERING – HFPL

5.7.1 General: SWBT will provide CLEC with nondiscriminatory access to the same loop make-up information that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate and as set forth in SWBT's Advanced Plan of Record filed December 7, 1999 as amended from time to time. Pending implementation of SWBT's Advanced Service Plan of Record, loop make-up data will be provided as set forth below.

5.7.2 Loop Pre-Qualification: Subject to 5.7.1 above, SWBT's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 5.7.1, SWBT will provide mechanized access to a loop length indicator via Verigate and DataGate. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.

5.7.3 Loop Qualification: Subject to 5.7.1 above, SWBT will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:

5.7.3.1 For loops ordered under 12,000 feet in length, SWBT will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.

5.7.3.2 If a CLEC elects to have SWBT provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.

5.7.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SWBT perform conditioning at charges set forth in Section 9.0 of this Attachment. CLEC may order the loop without conditioning or with partial conditioning if desired.

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5.7.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, SWBT is not required to condition the loop. However, should SWBT refuse CLEC's request to condition a loop, SWBT will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

5.7.4 Electronic access to loop makeup data through OSS enhancements described in 5.7.1 above will return information in all fields described in the Plan of Record where information is contained in SWBT's electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

IT IS FURTHER AGREED THAT:

SWBT shall be obligated to provide UNEs under this Amendment commencing on the date provision of such UNEs is legally mandatory (including consideration of stays, if any, of the UNE Remand Order and the varying periods of effectiveness -- 30 days or 120 days, as the case may be, applicable to a particular UNE). Should the UNE Remand Order be reversed or modified on rehearing, appeal or otherwise, to modify the nature of the UNEs required to be provided by SWBT pursuant to this Amendment, the provisions of Section 18.2 of this Agreement shall apply. By executing this and by providing or not providing certain UNEs and UNE combinations to the extent provided for under this Amendment, and notwithstanding any language to the contrary in the Agreement, neither Party waives any of its rights, remedies or arguments with respect to the UNE Remand Order, including its right to seek legal review (including a stay) of the UNE Remand Order or modifications of this Agreement. SWBT's obligation to provide UNEs pursuant to this Amendment is subject to the provisions of the Act, including but not limited to, Sections 251(c)(3) and 251(d) of the Act, and legally binding interpretations thereof.

This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of October, 2001, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NuVox Communications of Missouri, Inc

By: Edward J. Cadieux

Title: Vice President - Regulatory

Name: Edward J. Cadieux
(Print or Type)

Date: 10-22-01

Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.
Its authorized agent

By: O.R. Stanley

Title: For/President – Industry Markets

Name: **O. R. Stanley**
(Print or Type)

Date: OCT 29 2001

AECN/OCN #: 4891

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SOUTHWESTERN BELL TELEPHONE COMPANY/
NUVOX COMMUNICATIONS, INC.
MISSOURI
UNE REMAND AMENDMENT

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
1	**UNBUNDLED NETWORK ELEMENTS**				
2	Local Loops	DS3 Loop Zone 1 (Urban STL, KS)	$ 819.86	$ 845.75	$ 375.03
3		DS3 Loop Zone 2 (Suburban)	$ 1,122.13	$ 845.75	$ 375.03
4		DS3 Loop Zone 3 (Rural)	$ 1,176.81	$ 845.75	$ 375.03
5		DS3 Loop Zone 4 (Urban Springfield)	$ 1,127.98	$ 845.75	$ 375.03
6		DS3 C.O. Cross Connect to Collocation	$ 29.11	$ 153.36	$ 109.14
7	Sub-loop Unbundling	MDF to ECS Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	$ 13.76	None	None
8		MDF to ECS Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 11.24	None	None
9		MDF to ECS Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 12.29	None	None
10		MDF to ECS Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 10.83	None	None
11		MDF to SAI/ Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	$ 10.10	None	None
12		MDF to SAI/ Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 9.47	None	None
13		MDF to SAI/ Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 10.23	None	None
14		MDF to SAI/ Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 10.01	None	None
15		MDF to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	$ 14.29	None	None
16		MDF to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 18.85	None	None
17		MDF to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 22.85	None	None
18		MDF to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 17.65	None	None
19		ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	$ 1.82	None	None
20		ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 1.28	None	None
21		ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 1.94	None	None
22		ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 1.46	None	None
23		ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	$ 6.02	None	None
24		ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 10.66	None	None
25		ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 14.55	None	None
26		ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 9.10	None	None
27		ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	$ 13.95	None	None
28		ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 18.16	None	None
29		ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 21.93	None	None
30		ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfied)	$ 16.61	None	None
31		SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	$ 4.73	None	None
32		SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban)	$ 9.86	None	None
33		SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 13.19	None	None
34		SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 8.14	None	None
35		SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	$ 12.66	None	None
36		SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 17.36	None	None
37		SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 20.57	None	None
38		SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 15.66	None	None
39		Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	$ 8.07	None	None

Date Prepared: 10/16/0

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Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
40		Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	$ 7.64	None	None
41		Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	$ 7.51	None	None
42		Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	$ 7.65	None	None
43		MDF to ECS Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 33.74	None	None
44		MDF to ECS Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 31.05	None	None
45		MDF to ECS Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 32.37	None	None
46		MDF to ECS Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 30.53	None	None
47		MDF to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 23.17	None	None
48		MDF to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 24.12	None	None
49		MDF to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 24.68	None	None
50		MDF to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 26.10	None	None
51		MDF to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 31.56	None	None
52		MDF to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 42.69	None	None
53		MDF to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 49.82	None	None
54		MDF to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 41.19	None	None
55		ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 3.64	None	None
56		ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 2.56	None	None
57		ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 3.87	None	None
58		ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 2.92	None	None
59		ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 12.04	None	None
60		ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 21.32	None	None
61		ECS to Terminal Subloop Charge 4-WireAnalog Zone 3 (Rural)	$ 29.10	None	None
62		ECS to Terminal Subloop Charge 4-WireAnalog Zone 4 (Urban Springfield)	$ 18.20	None	None
63		ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 24.88	None	None
64		ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 34.17	None	None
65		ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 41.95	None	None
66		ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 31.04	None	None
67		SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 9.46	None	None
68		SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 19.72	None	None
69		SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 26.39	None	None
70		SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 16.29	None	None
71		SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 22.30	None	None
72		SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 32.57	None	None
73		SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 39.24	None	None
74		SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 29.14	None	None
75		Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	$ 13.13	None	None

Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
76		Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	$ 13.13	None	None
77		Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	$ 13.13	None	None
78		Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	$ 13.13	None	None
79		MDF to ECS subloop charge 2-Wire DSL Zone 1 (STL, KC)	$ 7.64	None	None
80		MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 12.02	None	None
81		MDF to ECS subloop charge 2-Wire DSL Zone 3 (Rural)	$ 12.78	None	None
82		MDF to ECS subloop charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 13.60	None	None
83		MDF to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 8.27	None	None
84		MDF to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 12.63	None	None
85		MDF to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 13.45	None	None
86		MDF to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 14.21	None	None
87		MDF to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 12.47	None	None
88		MDF to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 22.01	None	None
89		MDF to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 26.07	None	None
90		MDF to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 21.85	None	None
91		ECS to SAI Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	$ 1.78	None	None
92		ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 1.28	None	None
93		ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 1.89	None	None
94		ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 1.43	None	None
95		ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 5.97	None	None
96		ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 10.66	None	None
97		ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 14.51	None	None
98		ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 9.07	None	None
99		ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	$ 13.91	None	None
100		ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	$ 18.16	None	None
101		ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 21.88	None	None
102		ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 16.58	None	None
103		SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 4.68	None	None
104		SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 9.86	None	None
105		SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 13.15	None	None
106		SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 8.12	None	None
107		SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 12.62	None	None
108		SAI to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	$ 17.35	None	None
109		SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 20.53	None	None
110		SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 15.63	None	None
111		Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	$ 8.07	None	None
112		Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	$ 7.64	None	None
113		Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	$ 7.51	None	None
114		Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	$ 7.65	None	None
115		MDF to ECS subloop charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 15.27	None	None
116		MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 24.05	None	None

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Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
117		MDF to ECS subloop charge 4-Wire DSL Zone 3 (Rural)	$ 25.56	None	None
118		MDF to ECS subloop charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 27.19	None	None
119		MDF to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 16.54	None	None
120		MDF to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 25.27	None	None
121		MDF to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 26.91	None	None
122		MDF to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 28.43	None	None
123		MDF to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 24.93	None	None
124		MDF to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 44.03	None	None
125		MDF to Terminal Subloop Charge 4 Wire DSL Zone 3 (Rural)	$ 52.14	None	None
126		MDF to Terminal Subloop Charge 4 Wire DSL Zone 4 (Urban Springfield)	$ 43.71	None	None
127		ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 3.55	None	None
128		ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 2.56	None	None
129		ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 3.79	None	None
130		ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 2.87	None	None
131		ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 11.95	None	None
132		ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 21.31	None	None
133		ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 29.02	None	None
134		ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 18.14	None	None
135		ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 24.79	None	None
136		ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 34.16	None	None
137		ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 41.87	None	None
138		ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 30.99	None	None
139		SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 9.37	None	None
140		SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 19.71	None	None
141		SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 26.31	None	None
142		SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 16.24	None	None
143		SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 22.21	None	None
144		SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 32.56	None	None
145		SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 39.15	None	None
146		SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 29.09	None	None
147		Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	$ 13.13	None	None
148		Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	$ 13.13	None	None
149		Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	$ 13.13	None	None
150		Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	$ 13.13	None	None
151		MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	$ 29.08	None	None
152		MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	$ 25.19	None	None
153		MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural)	$ 27.11	None	None
154		MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield)	$ 24.39	None	None
155		MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	$ 17.42	None	None
156		MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban)	$ 17.90	None	None
157		MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	$ 18.24	None	None

Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
158		MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	$ 19.31	None	None
159		MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	$ 21.62	None	None
160		MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban)	$ 27.28	None	None
161		MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	$ 30.86	None	None
162		MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	$ 26.95	None	None
163		MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	$ 108.41	None	None
164		MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	$ 111.22	None	None
165		MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	$ 115.31	None	None
166		MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield)	$ 108.71	None	None
167		MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	$ 742.14	None	None
168		MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	$ 986.90	None	None
169		MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	$ 1,090.86	None	None
170		MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield)	$ 805.08	None	None
171	Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Central Office Originating	None	$ 324.78	$ 124.32
172		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	None	$ 425.24	$ 161.25
173		Subloop Cross Connect 4-Wire Analog Central Office Originating	None	$ 326.26	$ 125.80
174		Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	None	$ 426.72	$ 162.73
175		Subloop Cross Connect 2-Wire DSL Central Office Originating	None	$ 324.78	$ 124.32
176		Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	None	$ 425.24	$ 161.25
177		Subloop Cross Connect 4-Wire DSL Central Office Originated	None	$ 326.26	$ 125.80
178		Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	None	$ 426.72	$ 162.73
179		Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	None	$ 367.17	$ 138.91
180		Subloop Cross Connect DS1 Central Office Originating	None	$ 641.81	$ 262.67
181		Subloop Cross Connect DS3 Central Office Originating	None	$ 1,164.60	$ 568.19
182	Dark Fiber	Dark Fiber -Interoffice per strand	$ 53.80	$ 1,653.68	$ 1,653.68
183		Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	$ 0.001250	None	None
184		Dark Fiber - Interoffice per foot Zone 2 (Suburban)	$ 0.004020	None	None
185		Dark Fiber - Interoffice per foot Zone 3 (Rural)	$ 0.007790	None	None
186		Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	$ 0.001280	None	None
187		Dark Fiber Loop - CO to Customer Prem-per strand	$ 22.23	$ 599.33	$ 599.33
188		Dark Fiber Loop - CO to Customer, per foot Zone 1 (Urban STL, KS)	$ 0.001250	None	None
189		Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	$ 0.004020	None	None
190		Dark Fiber Loop - CO to Customer, per foot Zone 3 (Rural)	$ 0.007790	None	None
191		Dark Fiber Loop - CO to Customer, per foot Zone 4 (Urban Springfield)	$ 0.001280	None	None
192		Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	$ 22.23	$ 599.33	$ 599.33
193		Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Urban STL, KS)	$ 0.001250	None	None
194		Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	$ 0.004020	None	None
195		Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Rural)	$ 0.007790	None	None
196		Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 4 (Urban Springfield)	$ 0.001280	None	None
197		Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	$ 22.23	$ 562.13	$ 562.13
198		Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Urban STL, KS)	$ 0.001250	None	None

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Line	Service	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
199		Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	$ 0.004020	None	None
200		Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Rural)	$ 0.007790	None	None
201		Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 4 (Urban Springfield)	$ 0.001280	None	None
202		Dark Fiber Cross Connect - Interoffice	$ 6.87	$ 81.04	$ 81.04
203		Dark Fiber Cross Connect - Loop	$ 3.01	$ 68.58	$ 68.58
204		Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	$ 3.41	$ 96.66	$ 96.66
205		Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU	$ 3.41	$ 96.66	$ 96.66
206		Dark Fiber - Loop Inquiry	None	$ 91.92	$ 91.92
207		Dark Fiber - Sub Loop Inquiry	None	$ 91.92	$ 91.92
208		Dark Fiber - Interoffice Inquiry	None	$ 580.11	$ 580.11

AMENDMENT NO. ____

TO INTERCONNECTION AGREEMENT-MO (M2A)

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

NUVOX COMMUNICATIONS OF MISSOURI, INC.

The Missouri 271 Interconnection Agreement (M2A) ("the Agreement") by and between Southwestern Bell Telephone Company ("SWBT") and NuVox Communications of Missouri, Inc. ("CLEC") is hereby amended as follows:

(1) Appendix Pricing-UNE Schedule of Prices (dated 021601) is superceded and replaced by the attached revised Appendix Pricing-UNE Schedule of Prices (Revised 08/16/01), which is incorporated herein by this reference.

(2) Attachment 12: Compensation (dated 021601) is superceded and replaced by the attached revised Attachment 12: Compensation (Revised 08/16/01), which is incorporated herein by this reference.

(3) Attachment 25: xDSL (dated 021601) is superceded and replaced by the attached revised Attachment 25: xDSL (Revised 08/16/01), which is incorporated herein by this reference.

(4) The Parties acknowledge and agree that the underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to the Missouri Public Service Commission's order issued March 6, 2001 approving the M2A in Case No. TO-99-227. This Amendment incorporates certain pricing revisions into certain Appendices (referenced above) of the M2A. The Parties acknowledge and agree that (i) all aspects of this Agreement, including this Amendment, are made available to CLEC as a result of CLEC's previous adoption of the M2A or parts thereof and were obtained outside of the negotiation procedures of 47 U.S.C. § 252(a)(1); (ii) that this Amendment addresses revisions to pricing terms; and therefore, no aspects of the Agreement or this Amendment qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions,

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approved by the FCC its *Memorandum Opinion and Order,* CC Docket 98-141, rel. (October 8, 1999).

(5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(7) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission (MPSC) and shall become effective upon approval by the MPSC.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of October, 2001, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NuVox Communications of Missouri, Inc.	**Southwestern Bell Telephone Company By SBC Telecommunications, Inc., Its authorized agent**
By: Edward J. Cadieux	By: OR Stanley
Title: Vice President - Regulatory	Title: President – Industry Markets
Name: Edward J. Cadieux (Print or Type)	Name: O. R. Stanley (Print or Type)
Date: 10-22-01	Date: OCT 2 9 2001

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SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Network Interface Device			
1	Disconnect Loop from inside wiring, per NID	None	$ 23.00	$ 14.32
	Unbundled Loops			
1	2W Analog Zone 1	$ 12.71	$ 19.55	$ 8.32
1A	2W Analog Zone 2	$ 18.64	$ 19.55	$ 8.32
1A	2W Analog Zone 3	$ 19.74	$ 19.55	$ 8.32
1A	2W Analog Zone 4	$ 16.41	$ 19.55	$ 8.32
1	Conditioning for dB Loss	$ 8.63	$ 17.54	$ 8.58
1A	4W Analog Zone 1	$ 17.81	$ 21.58	$ 8.32
1A	4W Analog Zone 2	$ 31.82	$ 21.58	$ 8.32
1A	4W Analog Zone 3	$ 55.04	$ 21.58	$ 8.32
1A	4W Analog Zone 4	$ 27.07	$ 21.58	$ 8.32
1	2W Digital Zone 1	$ 25.79	$ 43.33	$ 22.67
1A	2W Digital Zone 2	$ 37.89	$ 43.33	$ 22.67
1A	2W Digital Zone 3	$ 52.60	$ 43.33	$ 22.67
1A	2W Digital Zone 4	$ 37.30	$ 43.33	$ 22.67
1A	4W Digital Zone 1	$ 101.18 91.06	$ 102.47	$ 40.46
1A	4W Digital Zone 2	$ 95.45	$ 102.47	$ 40.46
1A	4W Digital Zone 3	$ 97.10	$ 102.47	$ 40.46
1A	4W Digital Zone 4	$ 91.25	$ 102.47	$ 40.46
	Loop Cross Connects (with testing unless otherwise noted)			
1	Analog Loop to Collo 2W	$1.89	$26.87	$22.08
1	Analog Loop to Collo 2W w/o testing	$0.31	$14.97	$9.52
1	Analog Loop to Collo 4W	$3.77	$31.22	$29.56
1	Analog Loop to Collo 4W w/o testing	$0.63	$25.38	$17.73
1	Digital Loop to Collo 2W	$1.89	$26.87	$22.08
1	Digital Loop to Collo 2W w/o testing	$0.31	$14.97	$9.52
1	Digital Loop to Collo 4W	$9.00	$45.03	$34.16
1	Digital Loop to Collo 4W w/o testing	none	$29.04	$ 28.57
3	Analog Loop to DCS 2W	$ 0.27	$ 20.65	$ 16.50
3	Analog Loop to DCS 4W	$ 0.54	$ 20.65	$ 16.50
3	Digital Loop to DCS 2W	$ 2.64	$ 20.65	$ 16.50
3	Digital Loop to DCS 4W	$ 8.29	$ 28.95	$ 26.47
3	DS3 Loop Crossconnect	$ 225.59	$ -	$ -
3	Analog Loop to Switch Port	$ -	$ 4.17	$ 3.29
3	Digital Loop to Switch Port 2W	$ -	$ 9.40	$ 9.40
3	Digital Loop to Switch Port 4W	$ 7.51	$ 37.58	$ 37.58
	Subloop Feeder			
1	2W Analog Zone 1	$ 4.81	$ 17.16	$ 7.91
1	2W Analog Zone 2	$ 6.60	$ 17.16	$ 7.91
1	2W Analog Zone 3	$ 6.87	$ 17.16	$ 7.91
1	2W Analog Zone 4	$ 9.90	$ 17.16	$ 7.91
1	2W Digital Zone 1	$ 20.18	$ 40.52	$ 20.45
1	2W Digital Zone 2	$ 32.17	$ 40.52	$ 20.45
1	2W Digital Zone 3	$ 30.89	$ 40.52	$ 20.45
1	2W Digital Zone 4	$ 39.13	$ 40.52	$ 20.45
1	DS1 4W Copper Zone 1	$ 67.05	$ 73.25	$ 29.98
1	DS1 4W Copper Zone 2	$ 67.27	$ 73.25	$ 29.98
1	DS1 4W Copper Zone 3	$ 67.17	$ 73.25	$ 29.98
1	DS1 4W Copper Zone 4	$ 70.79	$ 73.25	$ 29.98
	SubLoop Distribution			
1	2W Analog Zone 1	$ 6.69	$ 85.08	$ 35.46
1	2W Analog Zone 2	$ 10.66	$ 85.08	$ 35.46
1	2W Analog Zone 3	$ 12.92	$ 85.08	$ 35.46
1	2W Analog Zone 4	$ 22.78	$ 85.08	$ 35.46
1	2W Digital Zone 1	$ 9.63	$ 86.76	$ 38.57
1	2W Digital Zone 2	$ 13.63	$ 86.76	$ 38.57
1	2W Digital Zone 3	$ 15.86	$ 86.76	$ 38.57
1	2W Digital Zone 4	$ 25.70	$ 86.76	$ 38.57
1	4W Digital Zone 1	$ 4.68	$ 131.83	$ 52.08
1	4W Digital Zone 2	$ 6.23	$ 131.83	$ 52.08
1	4W Digital Zone 3	$ 10.05	$ 131.83	$ 52.08
1	4W Digital Zone 4	$ 22.41	$ 131.83	$ 52.08

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Subloop Cross Connect			
2	2 Wire	None	$ 61.55	$ 46.35
2	4 Wire	None	$ 74.00	$ 50.50
2	Dark Fiber	$ 47.00	$ 75.00	$ 52.50
	Dark Fiber			
1	Dark Fiber Foot Zone 1	$ 0.002085	None	None
1	Dark Fiber Foot Zone 2	$ 0.003156	None	None
1	Dark Fiber Foot Zone 3	$ 0.004752	None	None
1	Dark Fiber Foot Zone 4	$ 0.002085	None	None
	Local Switching			
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 1	$ 0.0016200	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 2	$ 0.0019490	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 3	$ 0.0028070	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 4	$ 0.0023910	None	None
	Customized Routing Resale AIN			
3	Per customer line	$ 0.10	None	None
3	Per end office (unless previously charged under UNE)	None	$ 85.00	$ 85.00
3	SOAC Table Work (unless previously charged under UNE)	None	$ 6,201.00	$ 6,201.00
3	Development 1st LSP	None	$ 390,845.00	None
3	Development Subsqt LSP	None	ICB	None
	Customized Routing UNE AIN			
3	Per query per customer line	$ 0.0002333	None	None
3	SOAC Work Table (if not previously charged under resale)	None	$ 7,160.30	$ 7,160.30
3	SOAC Work Table (if previously charged under resale)	None	$ 959.30	$ 959.30
3	Per end office (if not previously charged under resale)	None	$ 98.10	$ 98.10
3	Per end office (if previously charged under resale)	None	$ 13.10	$ 13.10
3	Per Centrex-like Customer	None	$ 123.60	$ 123.60
3	Development 1st LSP	None	$273,916.32	None
3	Development Subsqt LSP	None	ICB	None
	Ports			
1A	Analog Line Port Zone 1	$ 1.74	$ 1.27	$ 1.27
1A	Analog Line Port Zone 2	$ 1.97	$ 1.27	$ 1.27
1A	Analog Line Port Zone 3	$ 2.47	$ 1.27	$ 1.27
1A	Analog Line Port Zone 4	$ 2.25	$ 1.27	$ 1.27
1	BRI Line Port Zone 1	$ 5.56	$ 5.36	$ 3.53
1	BRI Line Port Zone 2	$ 5.56	$ 5.36	$ 3.53
1	BRI Line Port Zone 3	$ 5.56	$ 5.36	$ 3.53
1	BRI Line Port Zone 4	$ 5.56	$ 5.36	$ 3.53
1	PRI Trunk Port Zone 1	$ 165.85	$ 214.53	$ 98.53
1	PRI Trunk Port Zone2	$ 165.85	$ 214.53	$ 98.53
1	PRI Trunk Port Zone 3	$ 165.85	$ 214.53	$ 98.53
1	PRI Trunk Port Zone 4	$ 165.85	$ 214.53	$ 98.53
1	Analog DID Trunk Port - Zone 1	$ 13.55	$ 50.04	$ 50.04
1	Analog DID Trunk Port - Zone 2	$ 14.45	$ 52.10	$ 52.10
1	Analog DID Trunk Port - Zone 3	$ 10.60	$ 50.04	$ 50.04
1	Analog DID Trunk Port - Zone 4	$ 15.12	$ 50.04	$ 50.04
1	DS1 Trunk Port Zone 1	$ 132.14	$ 121.79	$ 24.76
1	DS1 Trunk Port Zone 2	$ 126.71	$ 121.83	$ 24.83
1	DS1 Trunk Port Zone 3	$ 58.04	$ 120.35	$ 22.86
1	DS1 Trunk Port Zone 4	$ 140.35	$ 123.74	$ 27.36
	Feature Activation per Analog Port Type			
2	Call Waiting	None	$0.00	None
2	Call Forwarding Variable	None	$0.00	None
2	Call Forwarding Busy Line	None	$0.00	None
2	Call Forwarding Don't Answer	None	$0.00	None
2	Three-Way Calling	None	$0.00	None
2	Speed Calling 8	None	$0.00	None
2	Speed Calling 30	None	$0.00	None
2	Auto Callback/Auto Redial	None	$0.00	None
2	Distinctive Ring/Priority Call	None	$0.00	None
2	Selective Call Rejection/Call Blocker	None	$0.00	None
2	Auto Recall/Call Return	None	$0.00	None
2	Selective Call Forwarding	None	$0.00	None

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Calling # Delivery	None	$0.00	None
2	CNAM Delivery	None	$0.00	None
2	Calling Number/Name Blocking	None	$0.00	None
2	Anonymous Call Rejection	None	$0.00	None
	Feature Activation per analog arrangement			
2	Personalized Ring	None	$0.00	None
2	Hunting Arrangement	None	$0.00	None
	Feature Activation per successful occurrence			
2	Call Trace (per feature per port)	None	$0.00	None
2	Call Trace (per successful occurrence per port)	None	$0.00	None
	ISDN BRI Port Features			
2	CSV/CSD per B channel	None	$0.00	None
2	Basic EKTS per B channel	None	$0.00	None
2	CACH EKTS per B channel	None	$0.00	None
	ISDN PRI Port Features			
2	Backup D Channel	None	$0.00	None
2	CNAM Delivery	None	$0.00	None
2	Dynamic Channel Allocation	None	$0.00	None
	Analog DID Trunk Port			
2	DID #s - Initial 100 #s	None	$0.00	None
2	DID #s - Initial 10 #s	None	$0.00	None
	DS1 Digital Trunk Port DID			
2	DID #s - Initial 100 #s	None	$0.00	$0.00
2	DID #s - Initial 10 #s	None	$0.00	$0.00
	Centrex-like System Charges			
2	System Establishment per serving office - Analog Only	None	$0.00	$0.00
2	System Establishment per serving office - Analog/ISDN BRI Mix	None	$0.00	$0.00
2	System Establishment per serving office - ISDN BRI Only	None	$0.00	$0.00
2	System Subsqnt Conversion per serving office - Add Analog to existing ISDN BRI only system	None	$0.00	$0.00
2	System Subsqnt Conversion per serving office - Add ISDN to existing Analog only system	None	$0.00	$0.00
	Analog Port Features			
2	Standard feature initialization per analog port	None	$0.00	None
2	Auto Callback Calling/Business Group Callback	None	$0.00	None
2	Call Forwarding Variable/ Business Group Call Forwarding Variable	None	$0.00	None
2	Call Forwarding Busy Line	None	$0.00	None
2	Call Forwarding Don't Answer	None	$0.00	None
2	Call Hold	None	$0.00	None
2	Call Pickup	None	$0.00	None
2	Call Transfer - All Calls	None	$0.00	None
2	Call Waiting - Intragroup/Business Call Forwarding Var.	None	$0.00	None
2	Call Waiting - Orig.	None	$0.00	None
2	Call Waiting - Term.	None	$0.00	None
2	Class of Service Restr. - Fully	None	$0.00	None
2	Class of Service Restr. - Semi	None	$0.00	None
2	Class of Service Restr. - Toll	None	$0.00	None
2	Consult. Hold	None	$0.00	None
2	Dial Call Waiting	None	$0.00	None
2	Directed Call Pickup - Non Barge in	None	$0.00	None
2	Directed Call Pickup - With Barge in	None	$0.00	None
2	Distinctive Ring and Call Waiting Tone	None	$0.00	None
2	Hunting Arrgmt - Basic	None	$0.00	None
2	Hunting Arrgmt - Circular	None	$0.00	None
2	Speed Calling Personal	None	$0.00	None
2	Three Way Calling	None	$0.00	None
2	Voice/Data Protection	None	$0.00	None
	ISDN (BRI) Port Features			
2	CSV per B channel	None	$0.00	None

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	CSD per B channel	None	$0.00	None
2	Standard feature initialization per ISDN BRI port	None	$0.00	None
2	Add'l Call Offering for CSV	None	$0.00	None
2	Call Forwarding Busy Line	None	$0.00	None
2	Call Forwarding Don't Answer	None	$0.00	None
2	Call Forwarding Variable	None	$0.00	None
2	Call Hold	None	$0.00	None
2	Call Pickup	None	$0.00	None
2	Call Transfer - All Calls	None	$0.00	None
2	Class of Service Restr. - Fully	None	$0.00	None
2	Class of Service Restr. - Semi	None	$0.00	None
2	Class of Service Restr. - Toll	None	$0.00	None
2	Consult. Hold	None	$0.00	None
2	Dial Call Waiting	None	$0.00	None
2	Directed Call Pickup - Non Barge in	None	$0.00	None
2	Directed Call Pickup - With Barge in	None	$0.00	None
2	Distinctive Ringing	None	$0.00	None
2	Hunting Arrgmt - Basic	None	$0.00	None
2	Hunting Arrgmt - Circular	None	$0.00	None
2	Speed Calling Personal	None	$0.00	None
2	Three Way Calling	None	$0.00	None
	Tandem Switching			
1A	Per MOU per call	$ 0.001231	None	None
	Blended Transport			
1A	Zone1 Urban (STL, KS)	$ 0.000535	none	none
1A	Zone2 Suburban	$ 0.000641	none	none
1A	Zone3 Rural	$ 0.000697	none	none
1A	Zone4 Urban Springfield	$ 0.000507	none	none
1A	Interzone	$ 0.000661	none	none
	Common Transport			
1A	Termination MOU Zone 1	$ 0.000155	None	None
1A	Termination MOU Zone 2	$ 0.000232	None	None
1A	Termination MOU Zone 3	$ 0.000246	None	None
1A	Termination MOU Zone 4	$ 0.000132	None	None
1A	Termination MOU Interzone	$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	$ 0.0000030	None	None
	Dedicated Transport			
	DS1 Entrance Facilities			
2	Zone 1	$ 162.30	$ 471.00	$ 342.00
2	Zone 2	$ 162.30	$ 471.00	$ 342.00
2	Zone 3	$ 162.30	$ 471.00	$ 342.00
2	Zone 4	$ 162.30	$ 471.00	$ 342.00
	DS3 Entrance Facilities			
2	Zone 1	$ 1,884.49	$ 477.75	$ 372.00
2	Zone 2	$ 1,884.49	$ 477.75	$ 372.00
2	Zone 3	$ 1,884.49	$ 477.75	$ 372.00
2	Zone 4	$ 1,884.49	$ 477.75	$ 372.00
	OC3 Entrance Facilities			
3	Zone 1	$ 662.30	$ 608.40	$ 231.15
3	Zone 2	$ 681.16	$ 608.40	$ 231.15
3	Zone 3	$ 719.97	$ 608.40	$ 231.15
3	Zone 4	$ 682.30	$ 608.40	$ 231.15
	OC12 Entrance Facilities			
3	Zone 1	$ 1,570.55	$ 608.40	$ 231.15
3	Zone 2	$ 1,589.41	$ 608.40	$ 231.15
3	Zone 3	$ 1,628.22	$ 608.40	$ 231.15
3	Zone 4	$ 1,570.55	$ 608.40	$ 231.15
3	VG Interoffice Transport - Urban Term.	$ 12.74	$87.06	$98.46
3	VG Interoffice Transport - Suburban Term.	$ 12.89	$87.06	$98.46

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
3	VG Interoffice Transport - Rural Term.	$ 13.25	$87.06	$98.46
3	VG Interoffice Transport - Urban - Springfield Term.	$ 12.74	$87.06	$98.46
3	VG Interoffice Transport - Interzone Term.	$ 13.87	$87.06	$98.46
3	VG Interoffice Transport - Urban Mile	$ 0.011	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Suburban Mile	$ 0.057	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Rural Mile	$ 0.113	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Urban - Springfield Mile	$ 0.011	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Interzone Mile	$ 0.057	Same as for Term.	Same as for Term.
1A	DS1 Transport I/O First mile - zone 1	$ 46.85	$ 174.43	$ 118.14
1A	DS1 Transport I/O First mile - zone 2	$ 70.87	$ 174.43	$ 118.14
1A	DS1 Transport I/O First mile - zone 3	$ 71.81	$ 174.43	$ 118.14
1A	DS1 Transport I/O First mile - zone 4	$ 42.78	$ 174.43	$ 118.14
1A	DS1 Transport I/O Additional mile - zone 1	$ 0.51	$ 174.43	$ 118.14
1A	DS1 Transport I/O Additional mile - zone 2	$ 1.36	$ 174.43	$ 118.14
1A	DS1 Transport I/O Additional mile - zone 3	$ 1.60	$ 174.43	$ 118.14
1A	DS1 Transport I/O Additional mile - zone 4	$ 0.19	$ 174.43	$ 118.14
1A	DS1 Interzone First mile	$ 81.61	$ 174.43	$ 118.14
1A	DS1 Interzone - Additional mile	$ 0.97	$ 174.43	$ 118.14
1A	DS 3 Transport I/O First mile - zone 1	$ 754.05	$ 170.28	$ 130.07
1A	DS 3 Transport I/O First mile - zone 2	$ 1,486.67	$ 170.28	$ 130.07
1A	DS 3 Transport I/O First mile - zone 3	$ 1,870.39	$ 170.28	$ 130.07
1A	DS 3 Transport I/O First mile - zone 4	$ 643.14	$ 170.28	$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 1	$ 12.75	$ 170.28	$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 2	$ 46.01	$ 170.28	$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 3	$ 79.54	$ 170.28	$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 4	$ 16.16	$ 170.28	$ 130.07
1A	DS 3 Interzone - First mile	$ 1,924.75	$ 170.28	$ 130.07
1A	DS 3 Interzone - Additional mile	$ 21.08	$ 170.28	$ 130.07
3	OC3 Interoffice Transport - Urban Term.	$ 1,381.04	$ 562.41	$ 276.80
3	OC3 Interoffice Transport - Suburban Term.	$ 1,461.22	$ 562.41	$ 276.80
3	OC3 Interoffice Transport - Rural Term.	$ 2,188.84	$ 562.41	$ 276.80
3	OC3 Interoffice Transport - Urban Springfield Term.	$ 1,381.04	$ 562.41	$ 276.80
3	OC3 Interoffice Transport - Interzone Term.	$ 2,578.91	$ 562.41	$ 276.80
3	OC3 Interoffice Transport - Urban Mile	$ 27.85	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Suburban Mile	$ 48.47	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Rural Mile	$ 175.76	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Springfield Mile	$ 27.85	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Interzone Mile	$ 43.27	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Urban Term.	$ 5,238.16	$ 577.05	$ 297.74
3	OC12 Interoffice Transport - Suburban Term.	$ 5,675.82	$ 577.05	$ 297.74
3	OC12 Interoffice Transport - Rural Term.	$ 8,048.17	$ 577.05	$ 297.74
3	OC12 Interoffice Transport - Urban Springfield Term.	$ 5,238.16	$ 577.05	$ 297.74
3	OC12 Interoffice Transport - Interzone Term.	$ 9,804.49	$ 577.05	$ 297.74
3	OC12 Interoffice Transport - Urban Mile	$ 111.40	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Suburban Mile	$ 193.85	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Rural Mile	$ 703.03	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Urban Springfield Mile	$ 111.40	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Interzone Mile	$ 173.08	Same as for Term.	Same as for Term.
2	OC48 Interoffice Transport - Urban Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Urban Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Mile	ICB	ICB	ICB
	Dedicated Transport Cross Connect			
3	Voice Grade 2 Wire	$ 2.88	$ 47.38	$ 35.31
3	Voice Grade 4 Wire	$ 4.05	$ 53.06	$ 38.50
2	DS1	$ 12.00	$ 74.25	$ 71.25
1	DS3	$ 30.08	$ 54.98	$ 42.90
3	OC3	$ 50.00	$ 233.77	$ 115.32
3	OC12	$ 50.00	$ 239.85	$ 124.04
2	OC48	ICB	ICB	ICB
	Digital Cross-Connect System			
2	DS0 DCS Port	$ 13.70	$ 24.30	None

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	DS1 DCS Port	$ 45.14	$ 42.32	None
2	DS3 DCS Port	$ 490.05	$ 32.00	None
2	DCS Establishment	None	$ 1,291.50	None
2	Database Modification	None	$ 65.33	None
2	Reconfiguration Charge	None	$ 0.94	None
	Multiplexing			
2	VG to DS1	$ 180.00	$ 195.00	$ 120.75
2	DS1 to DS3	$ 815.00	$ 1,029.00	$ 609.75
	SS7 Links - Cross Connect			
2	STP to Collo Cage - DS0 (Zones 1,2,3&4)	$ 74.20	$ 224.85	$ 151.84
2	STP to Collo Cage - DS1(Zones 1,2,3 & 4)	$ 53.65	$ 192.75	$ 130.84
3	STP to SWBT TDF - DS0	$ 42.58	$ 67.24	$ 64.55
3	STP to SWBT SDX Frame - DS1	$ 30.89	$ 75.12	$ 72.46
	Unbundled Signaling			
3	STP Access Connection 1.544 Mbps - Fixed	$ 38.15	None	None
3	STP Access Connection 1.544 Mbps - per mile	Included in rate above	None	None
3	STP Access Link 56 Kbps per link	$ 100.16	None	None
3	STP Access Link 56 Kbps per mile	$ 0.91	None	None
1A	SS7 Transport per message	$ 0.0000006	None	None
3	SS7 Signaling Transport per call	$ 0.00006	None	None
1A	STP Port per port	$ 391.70	$ 217.14	None
3	Point Code Addition per STP pair	None	$ 12.57	$ 12.57
3	GTT Addition - Simple	None	$ 1.01	$ 1.01
3	GTT Addition - Complex	None	ICB	ICB
	Line Information Database - Validation and CNAM			
2	Validation Query	$0.00	None	None
2	CNAM Service Query	$0.00	None	None
2	Query Transport	$0.00	None	None
2	Service Order Charge	$0.00	None	None
2	Line Validation Administration System	None	None	None
	Toll Free Database per Message/Query			
1	800 Query - Simple	$ 0.0002540	None	None
1	Designated 10-Digit Translation	$ -	None	None
1	Call Validation	$ -	None	None
1	Call Handling and Destination (Toll-Free-800 Addition)	$ 0.0000340	None	None
	OSS			
6	System Access	$3,345.00	None	None
6	Remote Facility per port - Direct Connection	$1,560.00	None	None
6	Remote Facility per port - Dial-up Connection	$316.00	None	None
	Service Order Charges - Unbundled Elements			
2	New Simple	None	$0.00	None
2	New Complex	None	$0.00	None
2	Change Simple	None	$0.00	None
2	Change Complex	None	$0.00	None
2	Record Simple	None	$0.00	None
2	Record Complex	None	$0.00	None
2	Disconnect Simple	None	$0.00	None
2	Disconnect Complex	None	$0.00	None
2	Suspend/Restore Simple	None	$0.00	None
2	Suspend/Restore Complex	None	$0.00	None
2	Expedited Simple	None	$0.00	None
2	Expedited Complex	None	$0.00	None
2	Customer Not Ready Simple	None	$0.00	None
2	Customer Not Ready Complex	None	$0.00	None
2	Due Date Change or Cancellation Simple	None	$0.00	None
2	Due Date Change or Cancellation Complex	None	$0.00	None
4	PIC Change Charge		$0.00	None
1	**Mechanized UNE Service Order Charge**	None	$ 5.00	None

SOUTHWESTERN BELL TELEPHONE COMPANY / NUVOX COMMUNICATIONS OF MISSOURI, INC.
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Maintenance of Service Charges			
4	Basic Time - per half hour	None	$ 30.93	$ 21.32
4	Overtime - per half hour	None	$ 36.35	$ 26.73
4	Premium Time - per half hour	None	$ 41.77	$ 32.15
	Time and Materials Charges			
4	Basic Time - per half hour	None	$ 30.93	$ 21.32
4	Overtime - per half hour	None	$ 36.35	$ 26.73
4	Premium Time - per half hour	None	$ 41.77	$ 32.15
	Nonproductive Dispatch Charges			
4	Basic Time - per half hour	None	$ 30.93	$ 21.32
4	Overtime - per half hour	None	$ 36.35	$ 26.73
4	Premium Time - per half hour	None	$ 41.77	$ 32.15
	Miscellaneous			
2	Performance Data	ICB	ICB	ICB
2	Special Request Processing	ICB	ICB	ICB
	Dark Fiber - Interoffice			
1	Zone 1 per fiber per foot per month	$ 0.002085	None	None
1	Zone 2 per fiber per foot per month	$ 0.003156	None	None
1	Zone 3 per fiber per foot per month	$ 0.004752	None	None
1	Zone 4 per fiber per foot per month	$ 0.002085	None	None
1	Dark Fiber Termination	$ 4.50	$ 42.52	$ 28.41
3	Dark fiber to Collo Cross-Connect	$ 1.71	$65.87	$ 48.44
	BCR			
4	Per local message	$ 0.08	None	None
4	Per interstate local message	$ 0.050	None	None
	Clearinghouse			
4	Per originating message	$ 0.02	None	None
4	Per end user message billed	$ 0.05	None	None
	Recording			
4	Recording/Access Usage Record	$0.00	None	None
4	Assembly and Editing per Message	$0.00	None	None
4	Rating per Message	$0.00	None	None
4	Message Processing per Message	$0.00	None	None
4	Provision of Message Detail per record	$0.00	None	None
4	Source Info Provided per record furnished - meet point billing applicable	$0.00	None	None
4	Source Info Provided per record furnished - meet point billing not applicable	$0.00	None	None
	Hosting			
4	Full Status RAO Company - Hosting Company Network per billable mssg	$ 0.0020	None	None
4	Full Status RAO Company - Nat'l CMDS Network per billable mssg	$ 0.0050	None	None
4	Non-Full Status RAO Company - Hosting Company Network per billable mssg	$ 0.0100	None	None
4	Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	$ 0.0070	None	None
4	Non-Full Status RAO Company - Delivery per record charge per billable mssg.	$ 0.0030	None	None
	E911			
4	Feature per 1000 lines - ANI to SWBT PSAP	$ 10.00	$ 80.00	None
4	Feature per 1000 lines - ANI to Non-SWBT PSAP	$ 10.00	$ 80.00	None
4	Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	$ 51.60	$ 85.00	None
4	Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	$ 51.60	$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to SWBT PSAP	$ 83.60	$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	$ 83.60	$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	$ 83.60	$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	$ 83.60	$ 85.00	None
4	Trunk Charge per channel	$ 58.00	$ 170.00	None
1A	**Intercompany Termination Compensation for Local Traffic Tandem Switching per MOU**	$ 0.001231	None	None

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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Common Transport			
1A	Termination MOU Zone 1	$ 0.000155	None	None
1A	Termination MOU Zone 2	$ 0.000232	None	None
1A	Termination MOU Zone 3	$ 0.000246	None	None
1A	Termination MOU Zone 4	$ 0.000132	None	None
1A	Termination MOU Interzone	$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	$ 0.0000030	None	None
	Local Switching			
1A	Zone 1 Urban (STL, KS)	$ 0.001620	none	none
1A	Zone 2 Suburban	$ 0.001949	none	none
1A	Zone 3 Rural	$ 0.002807	none	none
1A	Zone 4 Urban Springfield	$ 0.002391	none	none
	Transit Compensation			
1	Transit Rate Zone 1	$ 0.001714	None	None
1	Transit Rate Zone 2	$ 0.001844	None	None
1	Transit Rate Zone 3	$ 0.001917	None	None
1	Transit Rate Zone 4	$ 0.001679	None	None
1	Transit Rater Interzone	$ 0.001863		
	CMRS Transit Compensation			
1	Transit Rate Zone 1	$ 0.001714	None	None
1	Transit Rate Zone 2	$ 0.001844	None	None
1	Transit Rate Zone 3	$ 0.001917	None	None
1	Transit Rate Zone 4	$ 0.001679	None	None
1	Transit Rater Interzone	$ 0.001863	None	None
	Poles, Ducts, and Conduit			
1	Pole Attachment per pole per year	$ 2.35	None	None
1	Conduit Space, per duct foot per year	$ 0.40	None	None
1	Inner Duct, per duct foot per year	$ 0.205	None	None
	INP Remote			
1	Per line	None	None	None
1	Add'l Path	None	None	None
	INP Direct			
1	Number	None	None	None
1	Trunk Termination	None	None	None
1	D4 Channel Bank	None	None	None
1	DID Nonrecurring per #	None	None	None
1	DID Nonrecurring Transport per MOU	None	None	None
	Conversion Order Charges for Resold Services			
1	Mechanized Simple	None	$ 5.00	None
1	Mechanized Complex	None	$ 5.00	None
1	Simple Manual	None	$ 5.00	None
1	Complex Manual	None	$ 5.00	None
2	NXX Migration per NXX	None	$ 12,940.00	
4	**Local Disconnect Report**	$ 0.003	None	None
	Central Office Access Charge			
5	Residential	None	$ 16.35	None
5	Business	None	$ 21.30	None

1. Permanent TELRIC Based rates from final Missouri Commission order in TO-97-40
1A. Permanent TELRIC based rates from Final Missouri Commission order in TO-97-40, Less Voluntary reductions
2. Interim subject to prospective change and retrospective true-up to prices established by the the Missouri PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC
3. Interim subject to prospective change and retrospective true-up to prices established by the Missouri

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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC			
4.	Based on Missouri Tariff rates and or taken from SWBT/CLEC Missouri Interconnection Agreements filed with and approved by the Missouri PSC			
5.	Texas Tariff based rate			
6.	Rates are zero until October 7th, 2002			

ATTACHMENT 12: COMPENSATION

1.0 Introduction

SWBT agrees to comply with all Missouri Commission reciprocal compensation decisions regarding Internet traffic subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for Internet traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval. SWBT will make available to a CLEC that is similarly situated to another ILEC or CLEC (*i.e.*, similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one way or two way EAS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that SWBT has with that ILEC or CLEC for serving those customers.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider to CLEC or SWBT end users is set forth in Section 8.0 of this Attachment. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. However, 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. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services, except the parties shall recognize those calls as MCA calls where appropriate.

Calls originated by CLEC's end users and terminated to SWBT's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, *e.g.*, mandatory Extended Area Service (EAS), or other like types of mandatory expanded local calling scopes; or (iii) originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes.

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For compensation purposes, Local Traffic does not include "MCA Traffic" pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

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.

1.1.1 The parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for 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.

1.1.2 If CLEC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SWBT.

1.2.0 With respect to CLEC's rights and obligations concerning CLEC and SWBT termination of non-MCA wireline traffic (including internet traffic, unless stated otherwise), a CLEC shall have the option to elect between two options set forth below. The parties expressly agree that among other rights SWBT reserves its right to dispute whether internet traffic is local traffic, and that throughout this Attachment the descriptions and availability of these options do not represent an admission by SWBT concerning the classification or treatment of any traffic, including but not limited to internet traffic (including the question of whether any such classification or treatment is subject to arbitration), and cannot be used in any proceeding or forum as an admission by, or as evidence against, SWBT or its affiliates in any such respect.

1.2.0.1 Option 1: A reciprocal compensation arrangement for the transport and termination of wireline Local Traffic based upon a long-term Bill and Keep arrangement and a meet point billing (MPB) arrangement for internet traffic. The parties understand that the availability of this option to a CLEC does not represent any endorsement of or approval by the Missouri PSC regarding the use of MPB for internet traffic. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.2.1 below; or

1.2.0.2 Option 2: Negotiation and, if necessary, arbitration of compensation arrangements for wireline traffic including internet traffic, as more particularly set forth in Section 1.2.2 below.

1.2.0.3 CLEC will notify SWBT of its choice among these options in writing pursuant to the notice provisions of the General Terms and Conditions of this Agreement not later

than 10 days after this Agreement as executed by SWBT and CLEC is approved by the Commission and at least 10 days before any traffic is exchanged by the parties under this Agreement.

1.2.1 Long-Term Local Bill and Keep Option (Option 1)

As an alternative to Option 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Local traffic terminated between SWBT and CLEC in Missouri. All internet traffic, including but not limited to internet Transit Traffic, will be exchanged under a MPB arrangement, which utilizes Category 92 summary usage record exchange, unless and until either the Missouri PSC or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which SWBT and the CLEC shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent applicable, any Internet Service Provider (ISP) access charge exemption. Long-term local Bill and Keep applies only to Local Traffic as defined in Section 1.1 of this Attachment and does not include Transit Traffic or cellular traffic, which shall be subject to compensation as provided in Section 8.0 of this Attachment.

1.2.1.1 Upon reasonable belief that traffic other than wireline Local Traffic as defined in Section 1.1 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six month period.

1.2.1.2 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic other than wireline Local Traffic for termination under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than wireline Local Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation with interest at the commercial paper rate as referenced in Section 8 of the general terms and conditions of this Agreement.

1.2.1.3 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.2.1.4 The audit provisions set out in sections 1.2.1.1 through 1.2.1.3 above do not alter or affect audit provisions set out elsewhere in this Agreement.

1.2.2 Negotiate/Arbitrate Option (Option 2)

If the alternative listed in Section 1.2.1 is not satisfactory to CLEC, CLEC may elect to negotiate, and if necessary submit for arbitration, not later than 10 days after the execution of its Agreement, alternative compensation arrangements for the transport and termination of wireline traffic, including internet traffic, to the extent allowed by federal law. Under this option, until negotiations or, if necessary, arbitration is complete, the provisions of this Attachment shall apply to all traffic types, except that the compensation arrangement for all wireline Local Traffic including internet traffic shall be Bill and Keep, subject to true-up.

2.0 Responsibilities of the Parties

2.1 Under any option, each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN).

2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

2.4 Where one Party is passing CPN but the other Party is not properly receiving information, the Parties will cooperatively work to correctly rate the traffic.

3.0 Reciprocal Compensation for Termination of Local Traffic, excluding Internet traffic

3.1 The compensation set forth below will apply to any CLEC that does not elect Option 1 or Option 2 above.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Local Traffic that is non-MCA Traffic, except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

3.3 Rate Elements:

3.3.1 A Tandem Served rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements:

3.3.1.1 Tandem Switching - compensation for the use of tandem switching functions.

3.3.1.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

3.3.1.3 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission.

3.3.2 An End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and end office functions.

3.3.3 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to the end office switch. The transport and termination rates assessed on the originating carrier should reflect the functions performed by the terminating carrier in transporting and terminating the calls. To the extent new technologies such as fiber ring or wireless network enable CLEC's end office switch to perform functions similar to those performed by SWBT's tandem switch and thereby to serve a geographic area comparable to that served by SWBT's tandem switch the transport and termination rates for all calls terminated to CLEC's switch will be the rates for tandem switching, tandem transport, and end office switching. However, if CLEC's switch is able to serve the same geographic areas as SWBT's tandem switch only by virtue of being connected to SWBT's tandem switch, CLEC will not charge SWBT the tandem interconnection rates because CLEC's end office switch is not performing any functions equivalent to those performed by SWBT's tandem switch.

3.4 Local Interconnect: These prices for the termination of local traffic, where Bill and Keep is not applicable, are as follows:

	Prices
Tandem Switching	$.001231/ MOU
Tandem Common Transport	
Facility Cost per Minute, per Mile:	
Zone 1	$0.0000016
Zone 2	$0.0000057
Zone 3	$0.0000117
Zone 4	$0. 0000008
Interzone	$0. 0000030

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Cost per Minute of Use

Zone 1	$0.000155/MOU
Zone 2	$0.000232/MOU
Zone 3	$0.000246/MOU
Zone 4	$0.000132/MOU
Interzone	$0.000271/MOU

End Office Switching

Zone 1	$0.001620/MOU
Zone 2	$0.001949/MOU
Zone 3	$0.002807/MOU
Zone 4	$0.002391/MOU

4.0 Reciprocal Compensation for the Termination of Transit Traffic

4.1 Transit Traffic (also known as Through-put) is a switching and transport function only, which allows one Party to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem. Therefore, a Transit Traffic rate element applies, except for MCA Traffic, to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

	Price
Transit Traffic:	
Tandem Switching	$0.001231/MOU

Tandem Common Transport

Facility Cost per Minute, per Mile:

Zone 1	$0.0000016
Zone 2	$0.0000057
Zone 3	$0.0000117
Zone 4	$0.0000008
Interzone	$0.0000030

Cost per Minute of Use

Zone 1	$0.000155/MOU
Zone 2	$0.000232/MOU

Zone 3	$0.000246/MOU
Zone 4	$0.000132/MOU
Interzone	$0.000271/MOU

5.0 Reciprocal Compensation For Termination Of IntraLATA Interexchange Traffic

5.1 Except as otherwise provided in this Agreement, for intrastate intraLATA traffic compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable intrastate access tariffs. For mandatory extended area service (EAS), or other like types of mandatory expanded local calling scopes; or traffic that originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes, compensation will be applied pursuant to Section 1.1 above.

5.2 For intrastate interLATA interexchange service traffic, 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, as set forth in each Party's intrastate access service tariff. For interstate intraLATA service, 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.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an Interexchange Carrier (IXC) (Meet-Point Billing (MPB) Arrangements)

6.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

6.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

6.3 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.

6.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a

mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a failure of the Connect: Direct, records can be provided via magnetic tape, under the specifications contained in Attachment 4: Connectivity Billing and Recording. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate meet point billing will be on a reciprocal, no charge basis.

6.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will 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 tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

6.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

7.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local, and Transit.

7.1 If a CLEC elects Option 2, the CLEC and SWBT agree to the measuring and billing procedures in Sections 7.1 through 7.5 of this Attachment until the Missouri PSC approves an alternative approach for the exchange of bill records. In any circumstance not addressed in those Sections, or where the Parties are unable to agree upon a measurement and billing method, the Parties will report the Percentage Local Usage (PLU) to each other for the purposes of measurement and billing for Local Traffic as defined in Section 1.1. SWBT and CLEC will work together to determine the appropriate PLU method. If the audit process associated with the PLU method becomes problematic, the Parties will use the dispute resolution method as set out in Section 9.4 of the General Terms and Conditions of the Agreement. To the extent the Missouri PSC does not require an implementation schedule, then the Parties agree to negotiate a mutually acceptable implementation schedule for the new approach. If, after that, the Parties are unable to reach agreement the Parties may use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement to resolve the dispute.

7.2 Other than for traffic described in Section-6 above, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

7.2.1 On a monthly basis, each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

7.2.2 Each Party will transmit the summarized originating minutes of use from Section 7.2.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

7.2.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

7.2.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by SWBT.

7.3 Minutes of use (MOUs) for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

7.4 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Attachment to determine the total monthly billing to the other Party.

7.5 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as intraLATA Toll Traffic.

7.6 If CLEC elects Option 1, CLEC and SWBT agree to the measuring and billing procedures in Sections 7.6 through 7.10 of this Attachment. The Parties must utilize the 92-type originating record process described in Sections 7.7 through 7.10 for all intraLATA, Local (including Bill and Keep), and Transit Traffic unless and until either the Missouri PSC or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, if not the Parties will use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement. If the Missouri PSC or FCC requires an industry-wide, alternative approach, the Parties agree to negotiate a mutually acceptable implementation schedule for the new approach. If the Parties are unable to reach agreement the Parties may use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement to resolve the dispute.

7.6.1 SWBT and CLEC will provide to each other a list of known ISP provider 10-digit telephone numbers residing in their respective networks. The originating party will segregate the traffic destined to the ISP numbers, and separately identify such traffic in originating records returned to the party to whom the traffic is destined.

7.6.2 Either party may present the other with 10-digit telephone numbers which reflect calling pattern characteristics suggestive of ISP traffic. The party receiving the list of potential

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ISP telephone numbers agrees to confirm whether the identified numbers are serving an ISP within 30 days of receipt of the list.

7.7 Other than for traffic described in Section-6 above, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

7.7.1 On a monthly basis, each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

7.7.2 Each Party will transmit the summarized originating minutes of usage within 15 business days following the prior month's close of business for all traffic including, Local, transiting, and optional EAS via the 92-type record process as outlined in Section 7.7.4 below from data outlined in Section 7.7.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Traffic and is required from the originating Party under the terms of this agreement.

7.7.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

7.7.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by SWBT.

7.8 Minutes of use (MOUs) for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

7.9 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Attachment to determine the total monthly billing to the other Party.

7.10 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as intraLATA Toll Traffic.

8.0 Compensation for Terminating Cellular Traffic

8.1 Each Party shall be obligated within a reasonable length of time to enter into agreements with Commercial Mobile Radio Service (CMRS) providers for the termination of wireless to landline traffic.

8.2 CLEC will pay the Local Transit Traffic rates (found in Section 4.0 of this Attachment) to SWBT for calls that originate on CLEC's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SWBT's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 7.0 of the General Terms and Conditions portion of the Agreement.

8.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and CLEC, the traffic will be rated either as Local or Access and the appropriate compensation rates shall be paid by the originating Party to the transiting Party.

9.0 Interim Number Portability (INP)

9.1 The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each end user's chosen local service provider as if each call to the end user had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the end user's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will utilize the process set forth below in this Section (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the Performing Party) which performs the INP to the other Party (the Receiving Party) for whose end user the INP is provided.

9.2 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.

9.3 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party for each end office of each Performing Party.

9.4 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 9.3 above in order to determine the jurisdictional percentages. The Receiving Party has the right to audit those percentages, not to exceed once per quarter. The Performing Party will provide the Receiving Party with detailed summary reporting on a total calling area basis each month.

9.5 Each month, using the percentages developed pursuant to Section 9.4 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 9.2 for subsequent payment to the Receiving Party. This adjustment will be based on the Performing Party's interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).

9.6 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 9.2. The billing credit for these non-local calls will be included with the calculation under Section 9.5 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

10.0 Compensation For Third Party UNE Terminated Traffic

10.1 Third Party UNE Terminated Traffic is defined as third party messages terminating to a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SWBT.

10.2 On an interim basis, each month, using mutual compensation data, SWBT will identify third party switch originated mutual compensation for each call terminated on a SWBT switch in the state of Missouri which will be divided by the number of SWBT access lines to arrive, at CLEC's election, at a statewide or end office average mutual compensation revenue per access line per month. This average revenue per month per line will be multiplied by the CLEC's switch port count for the statewide or end office (depending upon the CLEC's election to utilize a statewide or end office average) to arrive at the CLEC's compensation for the month. This arrangement will be in place until a long-term solution is adopted and applies only to third party UNE terminating messages. SWBT and CLEC agree to meet with the industry and Commission staff to identify and discuss proposals that would result in a permanent solution to address third party UNE terminated messages and Ported Numbers acceptable to all companies.

10.3 The Parties recognize that this arrangement only includes compensation for third party traffic where SWBT receives record data and revenues from the third party.

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.[1]

2.2 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.[2] The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

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[1] See 47 C.F.R. §51.319 (a) (1)
[2] See 47 C.F.R.§51.319 (a) (2).

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.

3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in 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. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.62 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting

from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide

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service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.[3] The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 Intentionally Left Blank

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to

[3] Definition from the M2A appendix UNE, Section 4.2.3.

unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.

4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC 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 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a

trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.

4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.

4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should 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.

4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the

proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.

4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier 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 SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.[4]

4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.

[4] PSC order in Docket TO-2000-322.

5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an

electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 **Provisioning**

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These 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.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.

6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

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

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.

7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the

time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing 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. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

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

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

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.

9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	Recurring	Nonrecurring	
		Initial	Additional
2-Wire xDSL Loop			
Zone 1	$ 12.71	$ 19.55	$ 8.32
Zone 2	$ 18.64	$ 19.55	$ 8.32
Zone 3	$ 19.74	$ 19.55	$ 8.32
Zone 4	$ 16.41	$ 19.55	$ 8.32
2-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$ 25.79	$ 43.33	$ 22.67
Zone 2	$ 37.89	$ 43.33	$ 22.67
Zone 3	$ 52.60	$ 43.33	$ 22.67
Zone 4	$ 37.30	$ 43.33	$ 22.67
4-Wire xDSL Loop			
Zone 1	$ 17.81	$ 21.58	$ 8.32
Zone 2	$ 31.82	$ 21.58	$ 8.32
Zone 3	$ 55.04	$ 21.58	$ 8.32
Zone 4	$ 27.07	$ 21.58	$ 8.32

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	$ 15.00[5]
Loop Make-Up Information (as defined in section 5.4) - Manual	$ 15.00[6]
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	Recurring	Nonrecurring Initial	Additional
2-wire Analog (w/o test)	$ 0.31	$ 19.96	$ 12.69
4-wire Analog (w/o test)	$ 0.63	$ 25.38	$ 17.73
2-wire Digital (w/o test)	$ 0.31	$ 19.96	$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	$ 0.80	$ 19.96	$ 12.69

Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

11.4 SWBT's rate for Loop Conditioning.

[5] Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to $0.00 on August 1, 2000.
[6] Effective August 1, 2000, manual loop make-up information will be priced at the rate of $84.15.

SWBT will make "clean loops" available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, then the conditioning charges stated below apply. SWBT's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

The conditioning charges, listed below, are interim and are applicable to every xDSL loop greater than 12,000 feet in length but less than 17,500 feet in length, in which the CLEC requests the removal of bridged tap, load coils, and/or repeaters. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Upon the effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this agreement with CLEC.

	Nonrecurring Initial	Additional (Same time & same location)
Removal of Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap and Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap	$ 0.00	$ 0.00
Removal of Bridged Tap & Load Coil	$ 0.00	$ 0.00
Removal of Load Coil	$ 0.00	$ 0.00

The conditioning charges, listed below, are interim and are applicable to every xDSL loop, at or in excess of 17,500 feet in length, in addition to the applicable rates for loops less than 17,500 feet but longer than 12,000 feet in length that requires the specific conditioning listed. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Upon the

effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this Agreement with CLEC.

	Nonrecurring	
	Initial	Additional [7]
Removal of Repeater	$ 0.00	$ 0.00
Removal of Bridged Tap	$ 0.00	$ 0.00
Removal of Load Coil	$ 0.00	$ 0.00

11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.

11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

[7] must be at same location and performed at the same time

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COLLOCATION POWER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC MISSOURI AND NUVOX COMMUNICATIONS OF MISSOURI, INC.

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("**SBC Missouri**") and NuVox Communications of Missouri, Inc. ("**CLEC**") is dated November 10, 2003.

WHEREAS, SBC Missouri and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") approved by the Missouri Public Service Commission ("State Commission"), as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power and related HVAC, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Pursuant to Attachment 13: Appendices Physical and Virtual Collocation of the Agreement, CLEC is purchasing all collocation arrangements pursuant to Missouri Local Access Tariff P.S.C. Mo. No. 42, Physical Collocation ("Tariff"), and the Parties intend that the Tariff continue to apply to all such arrangement(s) except as provided herein. This Amendment memorializes the Parties' bilateral agreement on how certain rates related to monthly recurring collocation DC Power charges (DC Power Consumption and related HVAC) shall be billed by SBC Missouri to CLEC to all such arrangement(s), and to any additional collocation arrangements (whether physical, virtual or cageless) that CLEC may establish during the term of the Amendment. Accordingly, this Amendment shall apply to any such existing or additional arrangement(s) only as to application of these monthly recurring DC power charges in accordance with the Amendment's provisions. The Amendment is not intended to constitute an interpretation, clarification or modification of the Tariff.

3. By executing this Amendment, CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by SBC Missouri for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty and other good and valuable consideration as set forth herein, SBC Missouri shall prospectively bill the CLEC for DC collocation power consumption and HVAC as follows:

(a) For DC collocation power consumption, a monthly recurring rate of $10.61 per AMP applied to fifty percent (50%) of the total provided capacity; and

(b) For HVAC, a monthly recurring rate of $14.62 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where SBC Missouri has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], based upon CLEC's above representation and warranty SBC Missouri shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of $10.61 per AMP for a total of twenty (20) AMPs (i.e., $212.20 per month), and SBC Missouri shall prospectively bill CLEC the monthly recurring HVAC charge of $14.62 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., $29.24 per month).

4. SBC Missouri has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 3, to pursue remedies for breach of this Amendment and the Agreement.

5. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Missouri's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. §251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Missouri's collocation DC power.

6. Nothing in this Amendment shall be deemed or considered an admission on the part of SBC Missouri as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Missouri's Tariff, or of the manner in which SBC Missouri has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

7. In connection with this Amendment and as part of an overall settlement, CLEC and SBC Missouri have agreed to and do hereby affirm that they mutually release and discharge each other from all claims which each Party may have against the other arising directly or indirectly out of, or relating in any way, to charges for DC collocation power and related HVAC. The billing arrangement described in Paragraphs 2, 3 and 4 ("Billing Arrangement"), above, is integrally related to the overall settlement and the mutual release and discharge. Said mutual release and discharge, and the Billing Arrangement are expressly contingent upon:

1) approval by the State Commission of the terms and conditions of this Amendment; and

2) dismissal with prejudice of CLEC's complaint or complaints with the State Commission arising directly or indirectly out of, or relating in any way to charges for DC collocation power ("Collocation Power Complaint(s)"), to the extent CLEC has filed such Collocation Power Complaint(s); and

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3) an exchange of consideration between the Parties in connection with said settlement, including a payment from CLEC to SBC of a mutually agreed upon amount.

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law (**"Amendment Effective Date"**). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (the Parties also acknowledge and agree that the United States District Court for the Northern District of Illinois preliminarily enjoined the Illinois Commerce Commission from implementing the UNE ratemaking provisions of the Illinois Law and an appeal of that decision is pending).

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

NuVox Communications of Missouri, Inc.	**Southwestern Bell Telephone L.P. d/b/a SBC Missouri,**

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By: Edward J. Cadieux
Edward J. Cadieux

Printed: Edward J. Cadieux

Title: VP, Regulatory & Public Affairs

Date: November 7, 2003

AECN/OCN # 4891

By its Authorized Agent,
SBC Telecommunications, Inc.

By: [signature]

Printed: **Glen R. Sirles**

Title For President – Industry Markets

Date: 11-11-2003

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