9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.

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

9.5.4 Originating Line Number Screening (OLNS) When available, Originating Line Number Screening will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

9.6 Toll Free Number Database

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established

RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

9.6.3 Access to the Toll Free Calling Database allows CLEC to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).

9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an CLEC switch to the SWBT Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. The Toll Free Database charges do not apply when CLEC uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

9.6.7 CLEC will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.

9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.6.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.

9.6.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.

9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its

Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

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.

9.7.4 When CLEC utilizes its own local switch, 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.

9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SWBT, and not to all services unless a problem source cannot be identified.

9.7.6 As requested by CLEC, SWBT will provide specifications and information reasonably necessary for CLEC to utilize SWBT SCE as provided above.

9.7.7 SWBT SCP will partition and take reasonable steps to protect CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

9.7.8 Access to AIN and SCE will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

10.0 Operations Support Systems Functions

10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.

10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

11.1 The cross connect is the media between the SWBT distribution frame and an CLEC designated collocated space or other SWBT unbundled network elements purchased by CLEC.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". The applicable cross connects are as follows:

1. Cross connect to DCS
2. Cross connect to Multiplexer/Interoffice
3. Cross connect to Collocation
4. Cross connect to Switch Port

11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If CLEC uses its own testing and monitoring services, SWBT will treat CLEC test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC orders a switch port, or local loop and switch port in combination, SWBT will, at CLEC's request, provide automated loop testing through the Local Switch rather than install a loop test point.

11.4 SWBT offers the choice of three types of cross connects with subloop elements. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Cross Connect". The applicable cross connects are as follows:

1. Two wire
2. Four wire
3. Dark Fiber

11.5 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

11.5.1 SWBT will charge CLEC the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect". The following cross connects are available with UDT:

1. Voice Grade 2W
2. Voice Grade 4W
3. DS1
4. DS3
5. OC3
6. OC12
7. OC48

11.6 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

12.0 <u>Additional Requirements Applicable to Unbundled Network Elements</u>

This Section 12 sets forth additional requirements for unbundled Network Elements which SWBT agrees to offer to CLEC under this Agreement.

12.1 Within 60 days of the Effective Date of this Agreement, CLEC and SWBT will agree upon a process to resolve technical issues relating to interconnection of CLEC's network to SWBT's network and Network Elements and Ancillary Functions. The agreed upon process will include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If CLEC and SWBT do not reach agreement on such a process within 60 days, any issues that have not been resolved by the parties with respect to such process will be submitted to the Dispute Resolution procedures set forth in this Agreement unless both parties agree to extend the time to reach agreement on such issues.

12.1.1 SWBT must offer unbundled local loops with and without automated testing and monitoring services. If an LSP uses its own testing and monitoring services, SWBT still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 Technical Requirements

SWBT will provide synchronization to equipment that is owned by SWBT and is used to provide a network element to CLEC in the same manner that SWBT provides synchronization to itself.

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE - Schedule of Prices, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 8.

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SWBT agrees to furnish unbundled Network Elements to CLEC.

14.0 Additional Provisions

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-UNE, and Appendix Pricing-UNE Schedule of Prices):

14.1 Except as modified below, SWBT agrees to make all unbundled network elements (UNEs) set forth in this Agreement available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement.

14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, sections 6.12 and 6.12.1. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge as shown in Appendix Schedule of Pricing-UNE. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.

14.3 For service to business customers, beginning March 6, 2003:

14.3.1 If the FCC or the Missouri Public Service Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Missouri Public Service Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. A market price set by SWBT pursuant to this paragraph will not be subject to review, approval or disapproval by the Missouri PSC.

14.3.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE – Schedule of Prices will apply.

14.3.3 In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, *i.e.*, "new" combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SWBT will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, SWBT will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.

14.3.3.1 When a CLEC orders elements for combining at the secured frame or cabinet, SWBT will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements themselves under this agreement (*e.g.*, for a loop and port combination, SWBT will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to

frame/cabinet). SWBT may not collect a Central Office Access Charge when CLEC combines elements at the frame or cabinet under this section.

14.3.3.2 SWBT and CLEC shall negotiate a mutually agreeable method of wiring for cross-connects at the secured frame or cabinet. During such period of negotiation or until a mutually agreeable method of wiring is established, the CLEC may obtain from SWBT, the combining services for Network Elements at a non-recurring charge to be set by SWBT at $52.25. This charge shall apply in addition to any other applicable recurring and non-recurring charges.

14.3.3.3 A CLEC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 7, Ordering and Provisioning Unbundled Network Elements.

14.3.3.4 SWBT will develop performance measures related to the timeliness and accuracy of its provisioning of elements for combining at the secured frame or external cabinet, during the six-month review process as set out in Attachment 17, Performance Remedy Plan. These measures will be incorporated into the liquidated damages and assessments provisions of Attachment 17.

14.3.4 SWBT may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.

14.4 For service to residential customers, beginning March 6, 2004:

14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Missouri Public Service Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, *i.e.*, a combination of

elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, SWBT shall not increase the total price of the platform by more than twenty (20) percent each year.

14.4.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.

14.5 To the extent the Commission by arbitration, authorizes new unbundled network elements, SWBT will provide such elements, consistent with the terms of this Section, to CLEC. If the Commission-approved unbundled network element is operational, CLEC may obtain the unbundled network element through the Commission's 252(i) process or through the expedited special request procedure set out in section 2.22.11. If the Commission-approved unbundled network element is not operational at the time it is approved by the Commission in an arbitration, the availability date shall comply with the availability date established in the implementation schedule in effect under that interconnection agreement, and shall not be less than ten days. If the availability date in the interconnection agreement has passed the new unbundled network element is considered operational. If the FCC has authorized a new unbundled network element that the Commission has not previously ordered in an interconnection agreement, SWBT will provide CLEC with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of CLEC's request after the FCC ruling authorizing access to the new element. If SWBT and CLEC have not agreed on terms and conditions of access to the new element within forty-five days thereafter, either party may take the matter to the Commission for dispute resolution. If the FCC ruling authorizing access to the new element prescribes a different procedure for establishing terms and conditions of access, that procedure will govern.

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14.6 Dark fiber as a media for dedicated interoffice transport and for loop feeder in a digital loop carrier environment may be used in connection with residential services, but is more prevalently used in connection with business services. Thus, consistent with its obligations under this Agreement generally and Section 14 specifically, SWBT will provide dark fiber as an unbundled network element subject to the two year provisions of Section 14.3 as opposed to the three year provisions of Section 14.4.

14.7 Enhanced Extended Loop (EEL)

Consistent with Sections 14.3.1, 14.3.2, 14.4.1, and 14.4.2 above:

14.7.1 SWBT will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SWBT will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SWBT central offices) for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

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

14.7.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not

available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast for a given central office, SWBT will construct, at no additional cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the CLEC for SWBT extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, SWBT will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SWBT, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.

If CLEC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, CLEC will pay SWBT the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, *i.e.*, the capacity that would have been used if CLEC had achieved 50% of its forecast and which was not in fact used by other carriers.

SWBT will not disclose the forecasts provided for in this section to any persons other than SWBT employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SWBT of these forecasts for marketing or business strategic purposes, is prohibited.

14.7.3.1 SWBT and CLECs shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (*e.g.*, DS1 loops) to dedicated transport facilities (*e.g.*, DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.

14.7.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the CLEC order (*e.g.*, the elements are in an existing equivalent configuration), SWBT will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SWBT will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.

14.8 For purposes of this Section and, for the time period(s) specified in this Section, SWBT agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, CLEC agrees that the UNE provisions of this Agreement are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.

APPENDIX PRICING - UNE

1.0 Application of Prices

1.1 CLEC agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix and Exhibit 1. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis or in combinations of elements at prices as contained in this Appendix.

1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.

1.3 The attached Schedule of Prices sets forth the prices that SWBT will charge CLEC for unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).

1.4 Except for requests that are expressly made subject to the Special Request process described in Section 2.22 of Attachment 6 ("Special Request Elements"), CLEC may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment This paragraph does not limit or expand the use of the Special Request Process.

1.5 This Section Intentionally Left Blank

1.5.1 Zone 1 includes Rate Group D as defined in SWBT's Local Exchange Tariff. Zone 2 includes Rate Group B as defined in SWBT's Local Exchange Tariff. Zone 3 includes Rate Group A as defined in SWBT's Local Exchange Tariff. Zone 4 includes Rate Group C as defined in SWBT's Local Exchange Tariff.

2.0 Recurring Charges

2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

2.3 Where rates will be based on minutes of use, usage will be accumulated at the end office and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network

failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

2.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

3.1 Non-recurring charges for unbundled Network Elements are included on Appendix Pricing UNE - Schedule of Prices.

3.2 If CLEC provides its own testing for unbundled Network Elements and its testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then CLEC will pay SWBT the cost of the unnecessary trip.

3.3 SWBT offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element". In addition to the charges for the service order types listed below, CLEC will pay, where appropriate, a "Central Office Access Charge " contained in Appendix Pricing UNE - Schedule of Prices in accordance with Section 14.2 of Attachment 6: UNE.

3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge of $5.83 will apply. For additional PIC changes on that same order, a change of $1.52 for each additional PIC charge will apply.

3.4 Service Orders

3.4.1 Appendix Pricing UNE – Schedule of Prices lists a price for service orders. This price will be applied pursuant to the award in Case No. TO-98-115.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise

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under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.

4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.

4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.

4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.8 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.

4.9 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

5.1 This Section Intentionally Left Blank

5.1.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.

5.2 **Rate Structure for ULS**

5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.

5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

5.2.2.1 Local Calls

5.2.2.1.1 General Principles

5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing UNE - Schedule of Prices. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.1.1 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing UNE - Schedule of Prices labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

5.2.2.1.1.2 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12: Compensation.

5.2.2.1.2.1 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SWBT Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

SWBT pays:
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.4 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
ULS - T

5.2.2.1.2.5 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.1.2.6 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

5.2.2.1.2.7 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.8 CLEC (UNE) Originating to CLEC (Facilities Based Network (FBN)) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.9 CLEC (FBN) Originating to CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.2 IntraLATA and InterLATA Toll Calls [N]

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by a CLEC ULS Port.

5.2.2.2.1.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the end user interLATA PIC choice.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SWBT's ability to provide access recording data to CLEC as referenced in Attachment 6, Section 5.1.1 and Attachment 10, Section 4.4. Thereafter, when SWBT is able to measure originating 800 traffic, and when CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

EXHIBIT 1

When CLEC requests a 2-Wire Analog Loop (i.e., 8db loop) with a 2-Wire Analog Switch Port and the Analog Loop to Switch Port Cross-Connect (REQ type "M"), and these items are in a pre-existing combination in Missouri (ACT Type "V"), a service order charge will apply but the non-recurring charges for each of these two individual unbundled network elements and the cross connect will be $0 on an interim basis, subject to true-up as described below, pending the outcome of Missouri Public Service Commission Docket No. TO-98-115 or a future cost proceeding, arbitration or other proceeding involving both parties before the Missouri Public Service Commission to review the costs and set permanent non-recurring charges for these elements and the cross-connect. SWBT will apply the appropriate service order charge and the non-recurring charges for any vertical features requested. Following the issuance of a final order by the Missouri Public Service Commission (subject to any stay pending appeal), the rates established in such proceeding shall immediately apply to this Agreement and the interim rates set forth above in this Exhibit 1 shall be subject to retroactive true-up to the rates established by the Missouri Public Service Commission as described below.

Within thirty (30) days of the Missouri Public Service Commission's issuance of a final order in TO-98-115 or other proceedings, the Parties shall amend this Agreement by filing a revised Exhibit 1 which conforms to the outcome of such final order.

Each of the rates listed in the following Appendix Pricing UNE Schedule of Prices that are interim will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, in Case No. TO-2001-438 or otherwise. These include rates for UNEs/Services for which the Commission set interim rates in Case No. TO-98-115 and rates for listed UNEs for which the Commission has not set rates, including unbundled local transport rates. The rates listed in the following Appendix Pricing UNE Schedule of Prices that are interim are subject to true up to the permanent rates established by the Public Service Commission, in Case No. TO-2001-438 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 rates, but shall not include any period prior to the effective date of this agreement with CLEC.

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	MONTHLY RATE	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
1	2W Analog Zone 2	$ 20.71	$ 19.55	$ 8.32
1	2W Analog Zone 3	$ 33.29	$ 19.55	$ 8.32
1	2W Analog Zone 4	$ 18.23	$ 19.55	$ 8.32
1	Conditioning for dB Loss	$ 6.63	$ 17.54	$ 8.58
1	4W Analog Zone 1	$ 19.79	$ 21.58	$ 8.32
1	4W Analog Zone 2	$ 35.35	$ 21.58	$ 8.32
1	4W Analog Zone 3	$ 61.16	$ 21.58	$ 8.32
1	4W Analog Zone 4	$ 30.08	$ 21.58	$ 8.32
1	2W Digital Zone 1	$ 25.79	$ 43.33	$ 22.67
1	2W Digital Zone 2	$ 42.10	$ 43.33	$ 22.67
1	2W Digital Zone 3	$ 58.44	$ 43.33	$ 22.67
1	2W Digital Zone 4	$ 41.44	$ 43.33	$ 22.67
1	4W Digital Zone 1	$ 101.18	$ 102.47	$ 40.46
1	4W Digital Zone 2	$ 106.06	$ 102.47	$ 40.46
1	4W Digital Zone 3	$ 107.89	$ 102.47	$ 40.46
1	4W Digital Zone 4	$ 101.39	$ 102.47	$ 40.46
	Loop Cross Connects (with testing unless otherwise noted)			
1	Analog Loop to Collo 2W	$1.89	$26.87	$22.06
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	$22.06
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	DS0 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	$ 10.68	$ 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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
	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			
1	Standard/Per Orig. or Term. MOU (excluding port) - Zone 1	$ 0.0019880	None	None
1	Standard/Per Orig. or Term. MOU (excluding port) - Zone 2	$ 0.0023910	None	None
1	Standard/Per Orig. or Term. MOU (excluding port) - Zone 3	$ 0.0034440	None	None
1	Standard/Per Orig. or Term. MOU (excluding port) - Zone 4	$ 0.0029340	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	$ 390,645.00	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			
1	Analog Line Port Zone 1	$ 1.74	$ 29.53	$ 26.45
1	Analog Line Port Zone 2	$ 1.97	$ 29.53	$ 26.45
1	Analog Line Port Zone 3	$ 2.47	$ 29.53	$ 26.45
1	Analog Line Port Zone 4	$ 2.25	$ 29.53	$ 26.45
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

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	Directed Call Pickup - With			
2	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			
1	Per MOU per call	$ 0.00151	None	None
	Blended Transport			
1	Zone1 Urban (STL, KS)	$ 0.000657	none	none
1	Zone2 Suburban	$ 0.000787	none	none
1	Zone3 Rural	$ 0.000860	none	none
1	Zone4 Urban Springfield	$ 0.000622	none	none
1	Interzone	$ 0.000806	none	none
	Common Transport			
1	Termination MOU Zone 1	$ 0.000190	None	None
1	Termination MOU Zone 2	$ 0.000285	None	None
1	Termination MOU Zone 3	$ 0.000302	None	None
1	Termination MOU Zone 4	$ 0.000162	None	None
1	Termination MOU Interzone	$ 0.000332	None	None
1	Facility Mile MOU Zone 1	$ 0.0000020	None	None
1	Facility Mile MOU Zone 2	$ 0.0000070	None	None
1	Facility Mile MOU Zone 3	$ 0.0000150	None	None
1	Facility Mile MOU Zone 4	$ 0.0000010	None	None
1	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	$ 662.30	$ 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
	VG Interoffice Transport -			
3	Urban Term.	$ 12.74	$87.06	$98.46
	VG Interoffice Transport -			
3	Suburban Term.	$ 12.89	$87.06	$98.46
	VG Interoffice Transport -			
3	Rural Term.	$ 13.25	$87.06	$98.46
	VG Interoffice Transport -			
3	Urban - Springfield Term.	$ 12.74	$87.06	$98.46
	VG Interoffice Transport -			
3	Interzone Term.	$ 13.87	$87.06	$98.46
	VG Interoffice Transport -			
3	Urban Mile	$ 0.011	Same as for Term.	Same as for Term.
	VG Interoffice Transport -			
3	Suburban Mile	$ 0.057	Same as for Term.	Same as for Term.
	VG Interoffice Transport -			
3	Rural Mile	$ 0.113	Same as for Term.	Same as for Term.
	VG Interoffice Transport -			
3	Urban - Springfield Mile	$ 0.011	Same as for Term.	Same as for Term.
	VG Interoffice Transport -			
3	Interzone Mile	$ 0.057	Same as for Term.	Same as for Term.

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
1	DS1 Transport I/O First mile - zone 1	$ 57.49	$ 174.43	$ 118.14
1	DS1 Transport I/O First mile - zone 2	$ 86.96	$ 174.43	$ 118.14
1	DS1 Transport I/O First mile - zone 3	$ 92.07	$ 174.43	$ 118.14
1	DS1 Transport I/O First mile - zone 4	$ 48.70	$ 174.43	$ 118.14
1	DS1 Transport I/O Additional mile - zone 1	$ 0.62	$ 174.43	$ 118.14
1	DS1 Transport I/O Additional mile - zone 2	$ 1.67	$ 174.43	$ 118.14
1	DS1 Transport I/O Additional mile - zone 3	$ 1.60	$ 174.43	$ 118.14
1	DS1 Transport I/O Additional mile - zone 4	$ 0.19	$ 174.43	$ 118.14
1	DS1 Interzone First mile	$ 100.36	$ 174.43	$ 118.14
1	DS1 Interzone - Additional mile	$ 0.97	$ 174.43	$ 118.14
1	DS 3 Transport I/O First mile - zone 1	$ 925.21	$170.28	$ 130.07
1	DS 3 Transport I/O First mile - zone 2	$ 1,824.14	$170.28	$ 130.07
1	DS 3 Transport I/O First mile - zone 3	$ 2,052.06	$170.28	$ 130.07
1	DS 3 Transport I/O First mile - zone 4	$ 789.13	$170.28	$ 130.07
1	DS 3 Transport I/O Additional mile - zone 1	$ 15.64	$170.28	$ 130.07
1	DS 3 Transport I/O Additional mile - zone 2	$ 56.45	$170.28	$ 130.07
1	DS 3 Transport I/O Additional mile - zone 3	$ 97.60	$170.28	$ 130.07
1	DS 3 Transport I/O Additional mile - zone 4	$ 17.32	$170.28	$ 130.07
1	DS 3 Interzone - First mile	$ 2,361.66	$170.28	$ 130.07
1	DS 3 Interzone - Additional mile	$ 25.87	$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.

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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
1	SS7 Transport per message	$ 0.00000070	None	None
3	SS7 Signaling Transport per call	$ 0.00006	None	None
1	STP Port per port	$ 480.61	$ 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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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	$1,580.00	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
	Mechanized UNE Service			
1	**Order Charge**	None	$ 5.00	None
	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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
	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

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NOTE	UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
	Intercompany Termination Compensation for Local Traffic Tandem Switching per			
1	**MOU**	$ 0.001510	None	None
	Common Transport			
1	Termination MOU Zone 1	$ 0.000190	None	None
1	Termination MOU Zone 2	$ 0.000285	None	None
1	Termination MOU Zone 3	$ 0.000302	None	None
1	Termination MOU Zone 4	$ 0.000162	None	None
1	Termination MOU Interzone	$ 0.000332	None	None
1	Facility Mile MOU Zone 1	$ 0.0000020	None	None
1	Facility Mile MOU Zone 2	$ 0.0000070	None	None
1	Facility Mile MOU Zone 3	$ 0.0000150	None	None
1	Facility Mile MOU Zone 4	$ 0.0000010	None	None
1	Facility Mile MOU Interzone	$ 0.0000030	None	None
	Local Switching			
1	Zone 1 Urban (STL, KS)	$ 0.001968	none	none
1	Zone 2 Suburban	$ 0.002391	none	none
1	Zone 3 Rural	$ 0.003444	none	none
1	Zone 4 Urban Springfield	$ 0.002934	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	

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NOTE	UNE/Service		MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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 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 7: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

1.1 SWBT will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements ("UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning - Unbundled Network Elements.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

1.3 CLEC may order, and SWBT will fill orders, for Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SWBT on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.

1.4 CLEC may order, and SWBT will fill orders, for combinations of Unbundled Network Elements, as defined in Attachment 6. Combinations of Unbundled Network Elements may be requested by a CLEC from SWBT on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). When an entrance facility is required, both an LSR and an ASR must be submitted for the initial EEL order. However, any subsequent EEL orders involving the same entrance facility may be submitted via an LSR form, without separate submission of an ASR. In accordance with the Change Management Process, SWBT agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.

1.5 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users for an equivalent service. When UNEs are ordered in combination, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SWBT achieves when providing the equivalent end user services to an end user.

1.6 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry

standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

1.7 CLEC and SWBT will use two types of orders to establish local service capabilities based upon a UNE architecture:

1.7.1 Common Use unbundled Network Elements are defined as unbundled Network Elements provided by SWBT that are used by CLEC to provide a Telecommunications Service but are not customer specific including, without limitation, Common Transport, Dedicated Transport, tandem switching, signaling and call-related databases, and Operations Support Systems. When CLEC orders an unbundled Local Switch Port, and does not order customized routing, SWBT will provide CLEC access to SWBT's local network elements for the purposes of completing CLEC end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. CLEC will pay the charges for usage of those elements in accordance with Appendix Pricing UNE - Schedule of Prices.

1.7.1.1 When CLEC utilizes UNE switching, SWBT will not delete the associated LIDB database information (except as outlined in Attachment 6, Section 9.4.4.3.1) or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. Under these circumstances, SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

1.7.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by CLEC to deliver retail local services. CLEC and SWBT will use a mutually agreeable

X.25 or TCP/IP based network to exchange requests. CLEC and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

1.8 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from CLEC. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and CLEC and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.

1.9 SWBT will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SWBT 9-1-1 database for end-user customers served by CLEC through UNE switch ports. CLEC may request that electronic compare files be provided for all of CLEC's UNE switch port customer accounts in Missouri (sorted by NPA), or by specific NPA. At CLEC's option, SWBT will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SWBT within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SWBT via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

2.0 Pre-Order Interface

2.1 SWBT and CLEC agree to work together to implement for UNEs the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Section 1.4.

3.0 Ordering and Provisioning Interface

3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to CLEC before

electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2. When CLEC elects to process orders manually, it may choose to submit a log listing its order requests. When such a log is submitted, SWBT will return an acknowledgement, verifying which or all of the accompanying orders were received by SWBT on that fax. This return acknowledgement will be submitted within one hour of the time CLEC's log is received. SWBT is developing a process for mechanized fax return of FOC for manually submitted orders.

3.2 SWBT will provide an industry standard ordering EDI interface to enable CLEC to perform all of the service order functions listed in Exhibit A to this Attachment (including conversion as specified, new connects, disconnects, change orders, records only order, Outside Moves, T&F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for individual and combinations of elements for the capabilities listed in Exhibit A to this Attachment (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT and CLEC agree to use an industry standard EDI interface for the EDI ordering process. In addition, CLEC and SWBT agree to use a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance). In any event, SWBT will make all unbundled Network Elements provided for in this Agreement available for ordering and purchase by CLEC.

3.2.1 SWBT also will make available to CLEC LEX. At least the following service order types may be processed via LEX: Conversion (as specified); Change (Features, Listings, interLATA and intraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).

3.2.2 SWBT will make access to its Southwestern Order Retrieval and Distribution (SORD) system generally available to CLEC upon request. Due to the unique and varied options available to CLEC through use of SORD, CLEC will advise SWBT of the functionalities to which it desires access, such as those identified in the February 26, 1999 Accessible Letter, CLECSS99-027. Specific terms and conditions for those functionalities will be negotiated and incorporated herein through a separate appendix. There is no charge for access to SORD, other than the OSS access charge contained in Appendix Pricing-UNE Schedule of Prices.

3.3 CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information for unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) with the Effective

Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EDI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in Exhibit A.

3.4 Upon request by CLEC, SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.

3.5 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's pre-ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre-ordering, ordering and provisioning via the LOC 24 hrs/day, 7 days a week.

3.5.1 SWBT will provide pre-ordering, ordering and provisioning services to CLEC for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m.,) pre-ordering, ordering, and/or provisioning services. If CLEC requests that SWBT perform such services, SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SWBT's quote, SWBT will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.

3.6 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide CLEC availability to electronic interfaces for all pre-order, ordering and provisioning processes

equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of paragraphs 2.1 above and paragraph 7.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to CLEC a toll free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 p.m. to 8:00 p.m., Monday through Friday, and from 8:00 a.m. through 8:00 p.m. on Saturday.

3.7 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.

3.8 SWBT will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3.9 SWBT will provide the following to CLEC upon request:

3.9.1 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. In addition, SWBT shall provide information regarding the type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data to the extent such information is not proprietary. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this Information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

3.9.2 Designed Layout Record Card for designed Unbundled Network Elements;

3.9.3 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC.

3.9.4 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

3.9.5 A list of current edits maintained in SWBT's LASR system, as well as those slated for inclusion in LASR.

3.9.6 A guide to the error codes used by SWBT for orders submitted by CLEC through the gateway that are rejected. The error code guide will be provided electronically, via SWBT's Internet website. New electronic error codes will be introduced through the accessible letter process and in accordance with the Change Management Process.

3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.

3.11 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's corresponding Work Center(s) and between SWBT's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.

3.12 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

3.13 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.

4.0 Pre-Ordering and Ordering Interface Requirements

4.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.

4.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.

4.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

4.2 When ordering unbundled Network Elements or Combinations, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:

4.2.1 Obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;

4.2.2 Identify features and services to which the SWBT customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);

4.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;

4.2.4 Determine if a service call is needed to install the line or service;

4.2.5 Provide service availability dates to the customer;

4.2.6 Provide information regarding the dispatch/installation schedule, if applicable;

4.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;

4.2.8 Perform address verification.

4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

5.0 <u>Ordering Requirements</u>

5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switch Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in

Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

5.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.

5.3 When ordering unbundled Local Switching, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

5.4 Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.

5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.

5.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.

5.6 SWBT will provide CLEC with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service. These intervals are found in Attachment 17.

5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching from CLEC's service order.

5.8 On a conversion as specified order, SWBT will not require CLEC to provide data that SWBT has not made available to CLEC, or that CLEC does not have reasonable access to otherwise. Except as outlined in Attachment 6, Section 9.4.4.3.1, SWBT will not delete the associated LIDB database information or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests

(LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

5.9 At such time that CLEC determines to use AIN features, the Parties will jointly determine Ordering and Provisioning procedures for AIN services.

6.0 Provisioning Requirements

6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

6.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.

6.3 SWBT will provide CLEC with an FOC for each order (multiple WTNs may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.

6.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOCs will be returned on a real-time basis and in accordance with Attachment 17.

6.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by CLEC.

6.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.

6.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.

6.8 Any written "leave behind" materials that SWBT technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being SWBT's. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded "not at home" cards. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

6.9 SWBT technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to service at the time of installation. When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC.

6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.

6.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.

6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.

6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.13 When CLEC orders Unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

7.0 Order Format and Data Elements

7.1 In ordering and provisioning unbundled Network Elements and Combinations, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Where industry standards do not currently exist for the ordering and provisioning of unbundled Network Elements or Combinations, CLEC and SWBT agree to jointly develop a form for ordering Common-Use Unbundled Network Elements not later than one (1) month after the Effective Date of the Agreement or by any other mutually agreed upon date. Common-Use Unbundled Network Elements,

including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with the OBF Access Service Request Process. Customer Specific Unbundled Network Elements, including, without limitation, Local Loop (which includes NID), and unbundled Local Switching, will be ordered consistent with the OBF Local Service Request (LSR) Process.

8.0 Performance Requirements

8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.

8.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.

8.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.

8.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.

8.5 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

9.0 Intervals for Order Completion for UNE and Other Items

9.1 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

10.0 Operational Readiness Test (ORT) for Ordering/Provisioning

10.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

11.0 Pricing

11.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

12.0 SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

PRE-ORDER AND ORDERING AND PROVISIONING - *UNE*

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
PRE-ORDER								
Address Verification	X	X	X	X	X	X	X	X
Service/Feature Availability	X	X	X	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X	X	X	X
Dispatch Schedule	X	X	X	X	X	X	X	X
Due Date	X	X	X	X	X	X	X	X
Customer Service Record	X	X	X	X	X	X	X	X
ORDERING & PROVISIONING								
Conversion as Specified	X[1,6,7,8]	X[2]	X[1,6,7,8]	X[1,4]	X[1,4,6,8]	X[1,4,6,7]	X[9]	X
Add/Disc Class Features				X	X	X		
Add/Disc Blocking (e.g.,1+, 0+, 011, 900)				X	X	X		
PIC and PIC Freeze				X	X	X		
Add/Disc Lines	X	X[3]	X[3]	X[5]	X	X		X[11]
Directory Listing - White – Straight Line	X	X	X	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X	X	X	X		X
Partial Migration (Line/WTN vs. Account Level)	X	X	X	X	X	X		X[11]

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Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Type of Port (e.g. POTS, ISDN)				X	X	X		
Line Conditioning	X		X		X	X		
With / Without Diversity	X		X		X	X	X	
With / Without Clear Channel Capability	X[10]		X[10]		X[10]	X[10]	X	
New Connects	X	X[3]	X[3]	X[5]	X	X	X	X
Single Line	X		X[3]		X	X		
Multi-Line (Less Than 30 Lines)	X		X[3]		X	X		
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X[3]		X	X		
Disconnects	X	X	X	X	X	X	X	X
Change Orders	X	X	X	X	X	X	X	X
Add/Disc Class Features				X	X	X		
Simple Number Change		X	X	X	X	X		
Add/Disc Blocking				X	X	X		
PIC and Local PIC Change				X	X	X		
Add/Disc Lines	X	X[3]	X[3]	X[5]	X	X		X[11]

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Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Directory Listing - White – Straight Line	X	X	X	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X	X	X	X		X
Suspend/Restore Non-Payment				X	X	X		
Suspend/Restore Vacation Svc.				X	X	X		
Type of Port (e.g. POTS, ISDN)				X	X	X		
Line Conditioning	X		X		X	X		
With / Without Diversity	X		X		X	X	X	
With / Without Clear Channel Capability	X[10]		X[10]		X[10]	X[10]	X	
Records Only Order	X	X	X	X	X	X	X	X
T&F Order					X	X		
Outside Move	X		X		X	X	X	
Inside Move	X		X		X	X		
POST SERVICE ORDER EDI TRANSACTIONS								
Supplemental Orders	X	X	X	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X	X	X	X	X

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Jeopardies	X	X	X	X	X	X	X	X
Rejects	X	X	X	X	X	X	X	X
Order Completion	X	X	X	X	X	X	X	X

Footnotes:

1. Existing SWBT customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE (Platform, port or loop) customer.
2. Existing SWBT number or existing CLEC INP number.
3. "Numbers" should be substituted for "lines"
4. Existing CLEC Unbundled Loop customer
5. "Ports" should be substituted for "lines"
6. Existing CLEC Unbundled Switch Port customer
7. Existing CLEC UNE Loop w/Port +OS/DA customer
8. Existing CLEC UNE Loop w/Port -OS/DA customer
9. Existing CLEC leased facility
10. Only applies to DS-1 loops
11. "Directory Listings" should be substituted for "lines"

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ATTACHMENT 8: MAINTENANCE - UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

3.0 Electronic Bonding

3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.

3.1.1 CLEC at its option may elect not to participate in ECIC.

3.2 Upon request, CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service – Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT January 15, 1997. If CLEC fails to begin testing within three (3) months after the Effective Date of the agreement to enter into Electronic Bonding, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:

a) the ability to enter a new trouble ticket electronically;

b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;

c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;

d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;

3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:

a) performing feature and line option verification and request corrections;

b) performing network surveillance (e.g., performance monitoring);

c) initiating and receiving test results;

d) receiving immediate notification of missed appointments;

e) identifying existing cable failures (by cable and pair numbering).

3.4 SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.

3.5 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by CLEC and SWBT.

3.6 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.

3.7 CLEC and SWBT will exchange requests over a mutually agreeable network. CLEC and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.

3.8 SWBT and CLEC will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

5.0 Intercompany Communications

5.1 The SWBT Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting an CLEC customer. The CLEC may call the SWBT NMSC in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

6.0 Emergency Restoration Plan

6.1 SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:

6.2 The establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;

6.3 Disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;

6.4 The SWBT NMSC will notify CLEC's NMC of all activities involving central office and interoffice networks;

6.5 The SWBT LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to CLEC, SWBT must work with CLEC to schedule maintenance activity. SWBT must make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

6.6 Methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;

6.7 Methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;

6.8 Site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;

6.9 Site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and

6.10 Generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

8.0 Repair Procedures

8.1 SWBT agrees to the following:

8.2 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: the SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau (CSB). The Speed of Answer performance will be provided monthly.

8.3 SWBT will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.

8.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.

8.5 The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & CLEC Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 or as subsequently modified or as otherwise agreed upon.

8.6 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

8.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

8.8 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

a)	speed of answer in the LOC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
b)	percent missed commitments for nondesigned services;
c)	average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
d)	percent right the first time (repeat reports): nondesigned - 10 days; designed – 30 days;
e)	percent report rate nondesigned - Note: Comparison will be applicable only after CLEC s customer base equals or exceeds 300,000 total lines (Resale and UNE);
f)	percent no access – nondesigned.

8.9 The above performance measurements will be measured and reported to CLEC in a manner consistent with the requirements of Attachment 17.

8.10 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

9.1 SWBT will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SWBT's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

10.0 Premises Visit Procedures

10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.

10.2 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.

10.3 When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a CLEC-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

11.0 Testing

11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SWBT will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.

11.2 SWBT and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and CLEC under which they will work together.

11.3 MLT Testing

SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SWBT has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SWBT, as follows:

11.3.1 MLT testing functionality is available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SWBT combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SWBT.

11.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SWBT.

12.0 Pricing

12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.

ATTACHMENT 9: BILLING - OTHER

1.0 Introduction

1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

2.0 Billing Information and Charges for UNE

2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from SWBT Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.

2.2 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, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.

2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per LATA.

3.0 Issuance of UNE Bills

3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bleacher, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link

for data transmission must be established. SWBT must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

5.0 Tape Or Paper Transmissions

5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the

locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

6.0 Testing Requirements

6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.

6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

9.0 Payment of Charges

9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SWBT with one address to which such payments will be rendered and SWBT will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and CLEC will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

10.0 Examination of Records

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

11.0 Meet Point Billing

11.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the

National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

11.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

11.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.5 This Section Intentionally Left Blank.

11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.

11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost.

11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.

12.0 Mutual Compensation

12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.

12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.

12.3 The Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

13.0 Pricing

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

1.1 This Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements from SWBT.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

2.0 General Requirements for Usage Data

2.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

3.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

3.2 SWBT will provide to CLEC Usage Data for CLEC end user customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

4.4 Where technically feasible, SWBT will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5.0 Usage Data Reporting Requirements

5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

5.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 CLEC and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5. SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.

5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997, or otherwise as mutually agreed by both Parties.

6.0 Charges

6.1 SWBT will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

7.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of eight cents ($0.08) for each working telephone number (WTN) transmitted.

7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or UNEs of SWBT that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

8.0 Alternatively Billed Calls

8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be $.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

9.0 Pricing

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE Schedule of Prices.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SWBT will interconnect their networks in the event that CLEC is providing its own switching facilities in a given Exchange Area. The arrangements described herein do not apply to the provision and utilization of unbundled Network Elements which are addressed in Attachment 6: Unbundled Network Elements.

1.0 The Parties will interconnect their facilities as follows:

1.1 CLEC may interconnect its facilities with SWBT network facilities at any technically feasible point.

1.2 Subject to Paragraph 1.3 below, the Parties will interconnect their network facilities at a minimum of one mutually agreeable and technically feasible Point of Interconnection (POI) in each SWBT Exchange Area in which CLEC offers local exchange service. For purposes of interconnection and inter-carrier compensation,"Exchange Area" shall be defined consistent with SWBT's Missouri retail tariffs, except that the entirety of a Metropolitan Calling Area ("MCA") shall be considered a single Exchange Area, in circumstances where CLEC establishes a POI at a SWBT local tandem located within that MCA. If CLEC establishes a POI at a SWBT local tandem located in a MCA, CLEC may, at its option, deliver to SWBT at that POI all traffic that originates and terminates within that MCA, until such time as traffic volumes between CLEC and a particular SWBT end-office within that MCA justify deployment of direct trunking. Each party will be responsible for providing necessary equipment and facilities on their side of the POI for this arrangement. If CLEC establishes collocation at an end office, any direct trunks will be provisioned over the CLEC collocation facility. A POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as CLEC initiates exchange service operations in additional SWBT Exchange Areas;

1.3 If CLEC desires a single POI or multiple POIs in a LATA, SWBT agrees to provide, for the exchange of local traffic, dedicated or common transport to any other Exchange Area within the LATA requested by CLEC, or CLEC may self-provision, or use a third party's facilities. Such interconnection shall be permitted only to the extent it is technically feasible. Disagreements regarding terms and conditions to implement this paragraph will be subject to negotiation and, if necessary, resolution in accordance with the provisions of General Terms and Conditions, section 9.5 (Formal Resolution of Disputes).

1.4 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services;

1.5 SWBT will interconnect its network facilities with CLEC's facilities under terms and conditions no less favorable than those identified herein. SWBT will allow CLEC to use

the same physical facilities (*e.g.*, dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not CLEC local exchange service customer. SWBT and CLEC may establish a single two-way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLEC may have administrative control (*e.g.*, determination of trunk size) of this combined two-way trunk group to the extent that it does not require SWBT to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.

2.0 Where CLEC interconnects with SWBT for the purpose of exchanging traffic between networks, CLEC may use any of the following interconnection methods, including but not limited to, Physical Collocation Interconnection, Virtual Collocation Interconnection, SONET Based Interconnection, Mid Span Fiber Interconnection, leasing of SWBT facilities or other mutually agreeable methods of interconnection. Appendix Network Interconnection Methods (NIM), attached hereto and incorporated herein, describes such methods.

2.1 InterLATA Toll, Local Traffic and IntraLATA Interexchange (Toll) Traffic:

2.1.1 CLEC Originating (CLEC to SWBT): Subject to Section 1.0 above, interLATA toll traffic and intraLATA toll traffic may be combined with local traffic on the same trunk group when CLEC routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of Appendix ITR, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local, intraLATA toll, and interLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

2.1.2 CLEC Terminating (SWBT to CLEC): Where SWBT has a combined local and access tandem, SWBT will combine the local interLATA and the intraLATA toll traffic over a single trunk group to CLEC. The trunk groups will be provisioned as two-way and used

as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to CLEC. As noted in Section 2.1.1, direct trunk group(s) between CLEC and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only support MF signaling.

2.2 Access Toll Connecting Traffic: Access Toll Connecting Traffic will be transported between the SWBT access tandem and CLEC over a "meet point" trunk group separate from local, intraLATA toll, and interLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, CLEC may utilize a single "meet point" access toll connecting trunk group to one SWBT access tandem within the exchange. This trunk group will be set up as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group. This arrangement is subject to the timeframes referenced in Section 1.0.

3.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

4.0 The Parties also agree to comply with the terms of Appendix SS7 Interconnection, which is attached hereto and incorporated herein.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

1.1 The Interconnection of the CLEC and SWBT networks would be designed to promote network efficiency as long as CLEC does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originating by or terminating to a customer who is not a CLEC local exchange customer.

1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with SWBT facilities. The diagrams in Section 6.0 of this Appendix, which are not necessarily all inclusive, depict trunk groups for message network, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of CLEC. Any figures or schematics are for convenience of reference only and in no way modify the terms and provisions of this Agreement.

1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.

1.4 SWBT will allow CLEC to use the same physical facilities (*e.g.*, dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not CLEC local exchange service customer. SWBT and CLEC may establish a single two way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLEC may have administrative control (*e.g.*, determination of trunk size) of this combined two way trunk group to the extent that it does not require SWBT to redesign its network configuration. When traffic is not segregated according to a traffic type the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.

2.0 Trunk Group Configurations:

2.1 InterLATA Toll, Local Traffic and IntraLATA Interexchange (Toll) Traffic: SWBT will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC.

2.1.1 CLEC Originating (CLEC to SWBT):

Subject to Section 1.0 above, InterLATA toll traffic and IntraLATA toll traffic may be combined with local traffic on the same trunk group when CLEC routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. Upon request of CLEC, SWBT will provision two-way trunks. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local intraLATA toll and interLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

Trunking to a SWBT access tandem will provide CLEC access to the SWBT end offices and NXXs which subtend that tandem and to other service providers which are connected to SWBT. Trunking to a SWBT end office(s) will provide CLEC access only to the NXXs served by that individual end office(s) to which CLEC interconnects.

2.1.2 CLEC Terminating (SWBT to CLEC):

Where SWBT has a combined local and access tandem, SWBT will combine the local, InterLATA and the IntraLATA toll traffic over a single trunk group to CLEC. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to CLEC. As noted in Section 2.1.1, direct trunk group(s) between CLEC and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only supports MF signaling.

2.2 Access Toll Connecting Traffic:

Access Toll Connecting Traffic will be transported between the SWBT access tandem and CLEC over a "meet point" trunk group separate from local intraLATA toll and interLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, CLEC may utilize a single "meet point" access toll connecting trunk group to one SWBT access tandem within the exchange (If the exchange crosses over

two states, the CLEC will need to interconnect with one access tandem in each state.) This trunk group will be set up as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group. This arrangement is subject to the timeframes referenced in Section 1.0.

2.3 This Section Intentionally Left Blank

2.4 911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize CAMA/ANI MF signaling.

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SWBT end office that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize CAMA/ANI MF signaling.

2.5 Mass Calling (Public Response Choke Network):

CLEC may use call-gapping and software designed networks to control Mass Calling. In addition, a segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SWBT will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. CLEC has the option of call gapping or trunking to a specific tandem for gapping by SWBT.

2.6 Operator Services

Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.6.1 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SWBT TOPS platform that are currently used for existing IXC inward operator services.

2.6.2 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SWBT will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SWBT's Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SWBT's operator over an IXC network.

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the local and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4.0 Forecasting/Servicing Responsibilities

4.1 SWBT and CLEC will be jointly responsible for forecasting and servicing all two-way trunk groups between the two networks. SWBT will be responsible for forecasting and servicing the one-way trunk groups terminating to CLEC. CLEC will be responsible for forecasting and servicing the one-way trunk groups to SWBT including terminating, transit, operator services, directory assistance and E911 trunks. Standard trunk traffic

engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.2 Upon request, SWBT will meet as reasonably necessary with CLEC to discuss issues including, but not limited to, trunk forecast, shortage of facilities, jeopardy situations and other topics related to providing adequate trunking in the local network. SWBT also agrees to participate in user group meetings with interested CLECs on a quarterly basis or as often as the group determines for the purpose of cooperative planning of trunking facilities and to establish a means of notifying the industry of jeopardy situations that will prevent the establishment of trunking that was forecasted. Jeopardy situations exist when, for example, SWBT does not have adequate switch terminations and DCSs (digital cross connect systems) or other instances when SWBT is unable to accept trunk orders because of inadequate network capacity. CLECs will be invited to participate in these user group meetings and SWBT will provide at least two weeks advance notice to CLECs of such meetings. Missouri Commission Staff may attend the user group meetings by phone or in person. In connection with these meetings, SWBT agrees to maintain an audio tape recording of each meeting; a summary of the topics of each meeting; and any handouts provided at the meeting and provide them to the Missouri Public Service Commission upon its request. A CLEC and/or Missouri Public Service Commission Staff may request an ad hoc meeting of the user group to address emergency issues that may arise between the regularly scheduled meetings and reasonable notice shall be given of such ad hoc meetings. Any dispute between SWBT and CLEC concerning the cooperative planning, the jeopardy notification or the need for a requested ad hoc meeting may be presented to the Missouri Public Service Commission for resolution. Through the user group meetings, SWBT will produce and discuss SWBT's consolidated interconnection trunk forecast for Missouri following the issuance of SWBT's semi-annual general trunk forecast. The consolidated forecast shall be formatted in a manner that does not identify individual CLECs. This presentation shall include a consolidated CLECs' forecast; the resulting SWBT forecast for each central office in Missouri; and a summary of the forecast for SWBT's operating areas in Missouri. SWBT will disclose the forecast without adjustment of the aggregated forecast data supplied to SWBT by CLECs, and it will disclose the amount of any adjustment that SWBT has made in arriving at the actual consolidated forecast that SWBT will use for trunk planning purposes. In disclosing adjustments, SWBT will identify to the users group the amount of adjustment made to a route or switching office without revealing any individual CLEC forecast. SWBT will not disclose any forecast data received from CLEC to SWBT personnel other than those with technical network planning responsibility, and under no circumstances will SWBT use forecast data received from CLEC for marketing or competitive purposes.

5.0 <u>Servicing Objective/Data Exchange</u>

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5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.

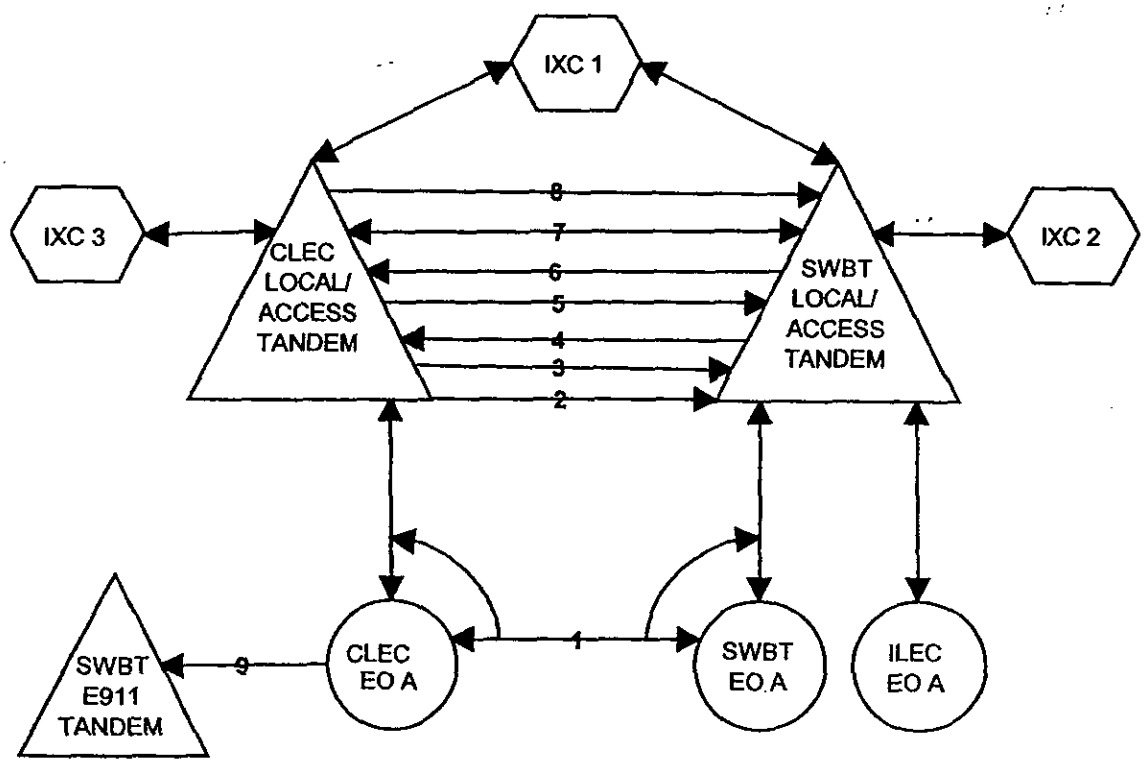
5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

5.3 When the traffic between the Parties' end offices is forecasted to equal or exceed a DS1 the Parties may mutually agree to establish a direct trunk group.

6.0 Interconnection Trunking Diagrams

The attached four diagrams depict the interconnection trunking arrangements described above.

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM INTERCONNECTED WITH CLEC LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)

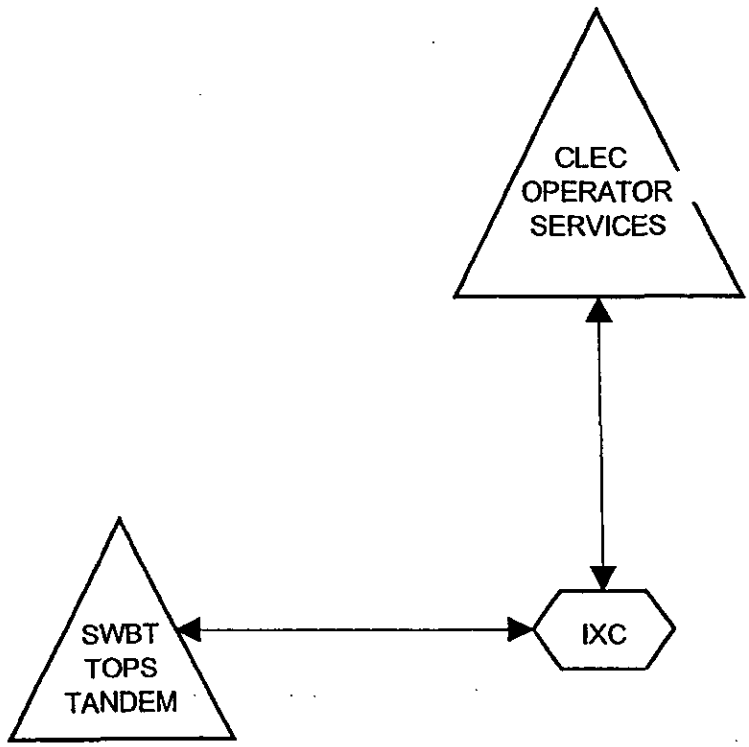


TRAFFIC USE/MODIFIER	DESCRIPTION
1. TEJ	LOCAL, INTRALATA & INTERLATA (SS7 SIGNALING) -2-WAY
2. TOCRJ	MASS CALLING (MF SIGNALING)
3. DD800J	INTRALATA 800 (MAXIMIZER 800)(SS7
4. DD800J	INTRALATA 800 (SS7
5. ITJ	LOCAL, INTRALATA and (SS7 SIGNALING)
6. ITJ	LOCAL, INTRALATA and (SS7 SIGNALING)
7. ITJ	INTRALATA and (SS7 SIGNALING)
8. ITJ	INTRALATA INTERLATA (MF SIGNALING)@
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

Required if SWBT does not perform the database query for CLEC
% Required if CLEC does not perform the database query for SWBT.
@ Required at the Dallas 4ESS switch only for 10XXXX# cut through and Feature Group B over D.
Note: When Local, IL & LD traffic is combined on the same truck group, the Traffic Use will be ITJ.

OPTION 1

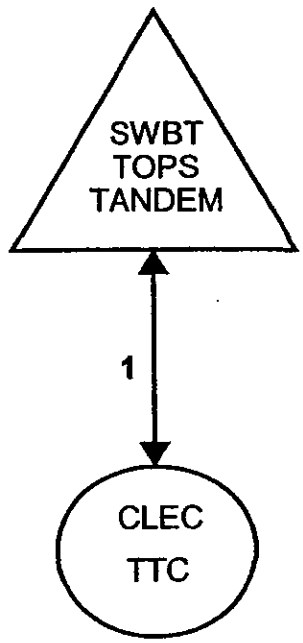
SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR CLEC 121 INWARD OPERATOR ASSISTANCE



Note: This option would use existing Interexchange Carrier Network.

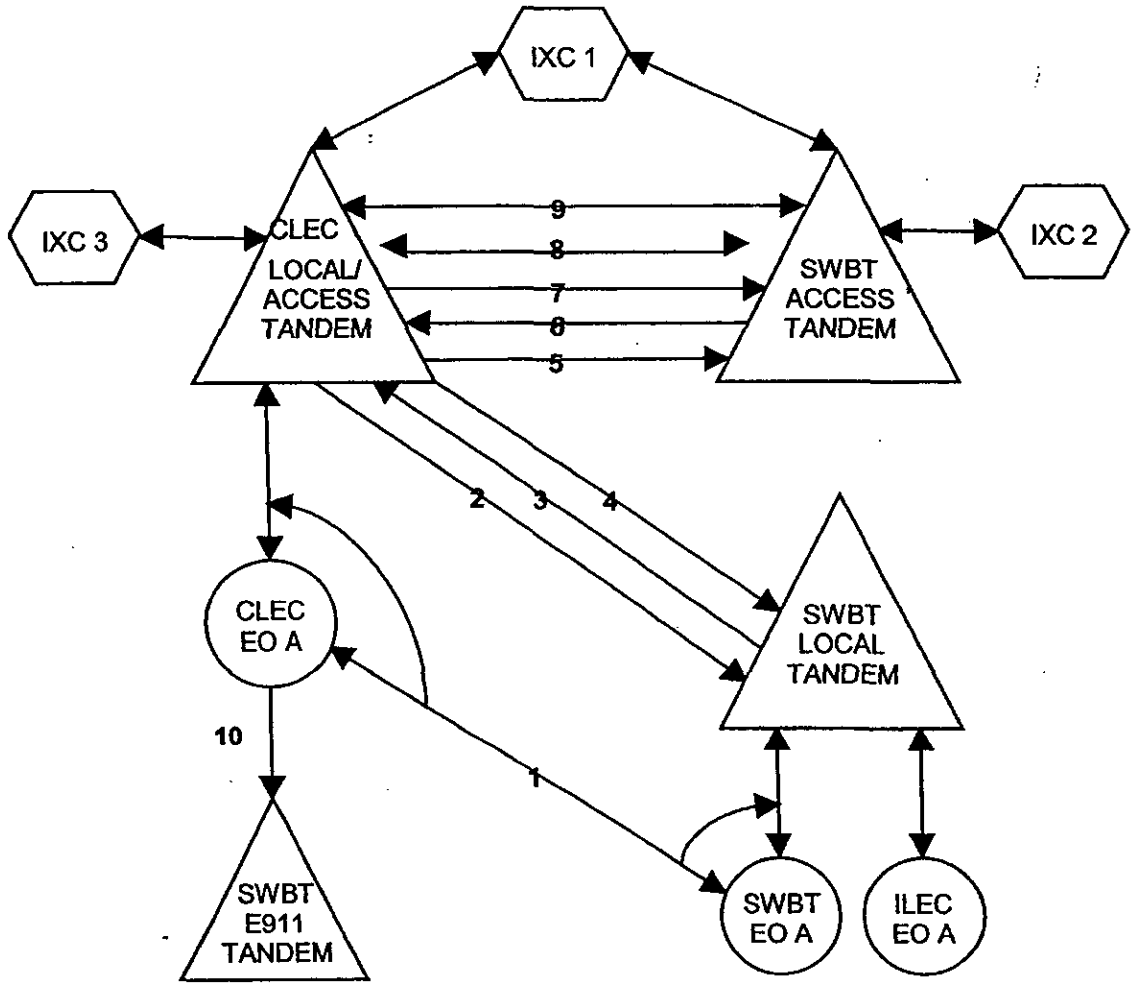
OPTION 2

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR CLEC AND CLEC'S SWITCH IS THE DESIGNATED OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE



TRAFFIC USE/MODIFIER	DESCRIPTION
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS INTERCONNECTED WITH CLEC LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)



TRAFFIC USE/MODIFIER DESCRIPTION

1.	TEJ	LOCAL, INTRALATA & INTERLATA(SS7 SIGNALING) -2-WAY
2.	MTJ	LOCAL ONLY (SS7 SIGNALING)
3.	MTJ	LOCAL ONLY (SS7 SIGNALING)
4.	TOCRJ	MASS CALLING (MF SIGNALING)
5.	DD800J	INTRALATA 800 (MAXMIZER 800)(SS7 SIGNALING)#
6.	DD800J	INTRALATA/INTERLATA 800 (SS7 SIGNALING)%
7.	ITJ	INTRALATA /INTERLATA(SS7 SIGNALING
8.	ITJ	INTRALATA /INTERLATA(SS7 SIGNALING)
9.	ITJ	INTRALATA INTERLATA(SS7 SIGNALING)
10.	ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for CLEC.
% Required if CLEC does not perform the database query for SWBT.
Note: This applies to situations where CLEC supplies separate trunks to LT & AT. Where CLEC does not, CLEC will send to AT.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: Mid-Span Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; and leasing of SWBT facilities.

1.0 Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

1.1 There are two basic mid-span interconnection designs:

1.1.1 Design One: CLEC's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SWBT central office.

The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SWBT building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, CLEC will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.

The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SWBT will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

1.1.2 Design Two: CLEC will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT Fiber Distribution Frame (FDF). In this case the POI shall be at the manhole location.

Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.2 The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

1.3 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.

1.4 The fiber connection point may occur at several locations:

1.4.1 A location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;

1.4.2 A location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an CLEC building;

1.4.3 A location with no existing SWBT fiber termination panel. In this situation, SWBT and CLEC will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;

1.4.4 A manhole outside of the SWBT central office. In this situation, CLEC will provide sufficient fiber optic cable for SWBT to pull the cable into the SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

1.5 The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

1.6 In both designs, CLEC and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and

interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SWBT.

2.0 Avoidance of Over-Provisioning

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3.0 Joint Facility Growth Planning

3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a "just in time" fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 85% capacity. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 85%, the growth planning process will be suspended and will not be reinitiated until a 85% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on

this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, SWBT shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 90% fill.

4.0 Virtual Collocation Interconnection

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariff (i.e., SWBT's Tariff F.C.C. No. 73) and Virtual Collocation Appendix to Attachment 13.

5.0 SONET-Based Interconnection

The description of SONET-Based Interconnection is contained in SWBT's SONET-Based Interconnection tariff (i.e., SWBT's Tariff F.C.C. No. 73).

6.0 Physical Collocation Interconnection

The terms and conditions governing Physical Collocation Interconnection are contained in Physical Collocation Appendix to Attachment 13: Ancillary Functions of this Agreement.

7.0 Leasing of SWBT's Facilities

CLEC's leasing of SWBT's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties. CLEC will have the option to lease interconnection facilities at the rates found in Appendix Pricing UNE - Schedule of Prices.

APPENDIX SS7 INTERCONNECTION

1.0 Introduction

1.1 For the purposes of signaling for the exchange of traffic under this Agreement between the Parties' networks, the Parties will connect their signaling networks in accordance with the technical terms of Section 9 of Attachment 6: Unbundled Network Elements.

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.

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	$0.00151/MOU
Tandem Common Transport	
Facility Cost per Minute, per Mile:	
Zone 1	$0.000002
Zone 2	$0.000007
Zone 3	$0.000015
Zone 4	$0.000001
Interzone	$0.000003
Cost per Minute of Use	
Zone 1	$0.000190/MOU
Zone 2	$0.000285/MOU

Zone 3	$0.000302/MOU
Zone 4	$0.000162/MOU
Interzone	$0.000332/MOU

End Office Switching

Zone 1	$0.001988/MOU
Zone 2	$0.002391/MOU
Zone 3	$0.003444/MOU
Zone 4	$0.002934/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	$0.00151/MOU

Tandem Common Transport

Facility Cost per Minute, per Mile:

Zone 1	$0.000002
Zone 2	$0.000007
Zone 3	$0.000015
Zone 4	$0.000001
Interzone	$0.000003

Cost per Minute of Use

Zone 1	$0.000190/MOU
Zone 2	$0.000285/MOU
Zone 3	$0.000302/MOU
Zone 4	$0.000162/MOU
Interzone	$0.000332/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 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