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May 9, 2000

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

FILED²
MAY 09 2000
Missouri Public
Service Commission

RE: *SBC Advanced Solutions, Inc.*
Amendment to Interconnection Agreement
Case No. TO-2000-261
File No. IA 20000042

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and three (3) copies of Amendment No. 2 to Interconnection Agreement between Southwestern Bell Telephone Company and SBC Advanced Solutions, Inc. This Amendment consists of the following pages:

Original Sheets 000142.7 through 000142.36

Pursuant to Case No. TO-2000-261, SBC Advanced Solutions, Inc. respectfully requests approval by the Missouri Public Service Commission of the attached amendment to the existing Southwestern Bell Telephone Company and SBC/ASI Interconnection Agreement. This amendment sets forth the terms and conditions by which Southwestern Bell Telephone Company will provide line sharing to SBC/ASI. The current interconnection agreement was approved by the Missouri Public Service Commission on December 1, 1999. Amendment No. 1 to Interconnection Agreement was filed with the Commission on March 2, 2000.

SBC Advanced Solutions, Inc. requests approval of the attached Amendment No. 2 effective on May 29, 2000. This is the date when line sharing will be made available by Southwestern Bell Telephone Company to affiliated and unaffiliated CLECs. The SBC/Ameritech merger conditions require SBC/ASI to operate in the "steady state" for the provision of ADSL service when line sharing is made available by Southwestern Bell Telephone Company to unaffiliated providers. Therefore, May 29, 2000 is the date when "interim line sharing" ends and ASI must enter the steady state.

15

Dale Hardy Roberts

May 5, 2000

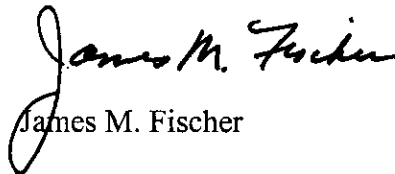
Page Two

SBC/ASI reserves the right to adopt any terms and conditions for the provision of line sharing which may be approved by the Missouri Public Service Commission in any future proceeding or to propose future amendments.

A copy of the foregoing Amendment has been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "James M. Fischer". The signature is written in dark ink and is positioned above the printed name.

James M. Fischer

/jr

Enclosures

cc: Office of the Public Counsel

FILED

MAY 9 2000

Missouri Public
Service Commission

AMENDMENT NO. 2

IA 20000042

TO INTERCONNECTION AGREEMENT
by and between
NEVADA BELL TELEPHONE COMPANY,
SOUTHWESTERN BELL TELEPHONE COMPANY
AND
SBC ADVANCED SOLUTIONS, INC.

The Interconnection Agreement ("the Agreement") by and between Nevada Bell Telephone Company (a Nevada corporation), Southwestern Bell Telephone Company (a Missouri corporation), and SBC Advanced Solutions, Inc. ("CLEC") shall apply to the states of Arkansas, Kansas, Missouri, Nevada, Oklahoma and Texas is hereby amended as follows:

- (1) Add the attached Appendix DSL.
- (2) Add the attached Appendix Pricing additions.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN OR TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS AMENDMENT AND ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, THE TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. Where there is a conflict between the language of this Amendment and the terms and conditions of the underlying Agreement, the language of this Amendment shall prevail. Implementation will proceed upon signature of the parties pending Commission approval.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18th day of April, 2000, by SWBT and Nevada Bell, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

SBC ADVANCED SOLUTIONS, INC.

**SOUTHWESTERN BELL TELEPHONE
COMPANY, NEVADA BELL TELEPHONE
COMPANY**

Signature: _____

for Name: Rebecca A. De La Cruz
(Print or Type)

Title: Director - Interconnection
(Print or Type)

Date: 4/18/00

AECN/OCN# _____
(Facility Based - if applicable)

AECN/OCN# _____
(Resale - if applicable)

By: SBC Telecommunications, Inc.
Its Authorized agent

Signature: _____

Name: LARRY B COOPER
(Print or Type)

Title: President - Industry Markets

Date: 4-18-00

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC.).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company, The Southern New England Telephone Company and/or Southwestern Bell Telephone Company.
- 1.3 As used herein, SBC-12 STATE means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 Southern New England Telephone (SNET) as used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which SBC-12 STATE agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in SNET. SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 SBC-12 STATE agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

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

- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from SBC-12 STATE's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-12 STATE's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)
- 2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. SBC-12 STATE shall only make the HFPL available to CLEC in those instances where SBC-12 STATE also is providing voice band circuit switched retail POTS service on the same local loop facility to the same end user.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading

the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.9 A xDSL Capable Loop is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 "Cooperative Acceptance Testing" shall be defined as the joint testing between SBC-12 STATE's Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to SBC-12STATE's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

any non-standard xDSL technologies to be deployed or used in connection with or on SBC-12 STATE facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, CLEC ("Indemnifying Party") shall release, defend and indemnify SBC-12 STATE ("Indemnitee") and hold Indemnitee harmless against any Loss, including any Loss to a Third Party such as another CLEC or SBC-12 STATE end user, arising out of the negligence or willful misconduct of CLEC, its agents, its end users, contractors, or others retained by CLEC, in connection with CLEC's provision of splitter functionality under this Appendix.

- 3.6.2 For any technology, CLEC's use of any SBC-12 STATE network element, or its own equipment or facilities in conjunction with any SBC-12 STATE network element, will not materially interfere with or impair service over any facilities of SBC-12 STATE, its affiliated companies or connecting and concurring carriers involved in SBC-12 STATE services, cause damage to SBC-12 STATE's plant, impair the privacy of a communications carried over SBC-12 STATE's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-12 STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, SBC-12 STATE will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC-12 STATE does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by SBC-12 STATE must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or

telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee and Indemnatee is requested by another telecommunications provider to provide a voice grade service or facility to the end user.

- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnatee's facilities or Indemnifying Party's (i.e. CLEC's) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee and Indemnatee is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.73 Indemnity agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, or Indemnifying Party's (i.e. CLEC's) provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with

Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnity agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability and in any case which Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnity (i.e. SBC-12 STATE) liability.

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

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in sections 4.1.1- 4.1.4 below, CLEC will, at the time of ordering, notify SBC-12 STATE as to the Power Spectrum Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop over 12,000 feet is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing or Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions

for the 2-Wire Digital Loop are set forth in the UNE Article or Appendix and the rates in the associated Appendix Pricing or Pricing Schedule.

- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop over 12,000 feet is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing or Pricing Schedule shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Sub-Loop: In locations where SBC-12 STATE has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-12 STATE will make the following options available to CLEC:
 - 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting SBC-12 STATE to make copper facilities available (subject to Section 4.6 below).
 - 4.1.4.2 The CLEC has the option of collocating a DSLAM in SBC-12 STATE's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at SBC-12 STATE RTs, SBC-12 STATE will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
 - 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-12 STATE has placed a DSLAM in the RT, SBC-12 STATE must unbundle and provide access to its DSLAM. SBC-12 STATE is relieved of this requirement to unbundle its

DSLAM if it permits the CLEC to collocate its DSLAM in the RT on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing or Pricing Schedule shall apply to this subloop.

4.1.5 When SBC-12 STATE is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide SBC-12 STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SBC-12 STATE with a technical description of the technology (including power mask) for inventory purposes.

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

- 4.2 When SBC-12STATE traditional retail POTS services are disconnected at the request of the end user or retail POTS service is disconnected due to "denial for non-pay", SBC-12 STATE will notify the CLEC prior to disconnect that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at CLEC's option.
- 4.3 SBC-12 STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations), unbundled local switching or any arrangement where SBC-12 STATE is not the retail POTS provider.
- 4.5 SBC-12 STATE shall not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any SBC-12 STATE splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.
- 4.6 SBC-12 STATE shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-12 STATE shall be under no obligation to provide HFPL where SBC-12

STATE is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request at their cost.

- 4.7 For each loop, CLEC shall at the time of ordering notify SBC-12 STATE as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify SBC-12 STATE. Likewise, SBC-12 STATE will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-12 STATE will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC-12 STATE with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 In the event that SBC-12 STATE rejects a request by CLEC for provisioning of advanced services, SBC-12 STATE will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within forty-eight (48) hours of the denial.
- 4.9 SBC-12 STATE will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.9.1 Upon request by CLEC, SBC-12 STATE will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
 - 4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional

voice based services, SBC-12 STATE will provide a loop to support the new technology for CLEC as follows:

- 4.9.3 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then SBC-12 STATE will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.3.4 below.
- 4.9.4 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment, the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.
- 4.9.5 With the exception of HFPL access, which is addressed in Section 9 below, if SBC-12 STATE or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC-12 STATE or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC-12 STATE or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.
- 4.9.6 SBC-12 STATE shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, SBC-12 STATE will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12 STATE's standard collocation practices and procedure. When virtually collocated, SBC-12 STATE or an SBC approved vendor will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Although SBC-12 STATE maintains that Option 1 is wholly complete and compliant with FCC 99-355 line sharing order, SBC-12 STATE plans to offer an additional option whereby SBC-12 STATE will own the splitter. Terms and conditions for this additional option are being finalized and will be made available on or before April 1, 2000. At that time SBC-12 STATE will make available additional terms and conditions for this Option.

5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commissioned-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter on the terminating end of the cross-connect to the collocation arrangement. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12 STATE or SBC approved vendor will install the splitter in a SBC-12 STATE bay and SBC-12 STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. The CLEC is not permitted direct physical access to the MDF or the IDF for testing.

5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12 STATE Operational Support Systems ("OSS").

- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

- 6.1 General: SBC-12 STATE will provide CLEC with nondiscriminatory access that access is available by electronic or manual means, to its loop make-up information set forth in SBC-12 STATE's Plan of Record. In the interim, loop make-up data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop make-up information that SBC-12 STATE is providing any other CLEC and/or SBC-12 STATE or its advanced services affiliate.
- 6.2 Pre-Qualification: Subject to 6.1 above, SBC-12 STATE's pre-qual will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SBC-12 STATE will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Qualification: Subject to 6.1 above, SBC-12 STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-12 STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:
 - 6.3.1 For loops ordered under 12,000 feet in length, SBC-12 STATE will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge prior to the due date. Prior to due date when known SBC 12 STATE will notify CLEC of interferers and arrange a new due date to perform the necessary conditions.

- 6.3.2 If a CLEC elects to have SBC-12 STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be three to five (3-5) business days, or the interval provided to SBC-12 STATE's affiliate, whichever is less.
- 6.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-12 STATE perform conditioning at charges set forth in Appendix Pricing or Pricing Schedule. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 6.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, SBC-12 STATE is not required to condition the loop. However, should SBC-12 STATE refuse the CLEC's request to condition a loop, SBC-12 STATE will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.
- 6.4 Electronic access to loop makeup data through OSS enhancements described in 6.1 above will return information in all fields described in the Plan of Record where information is contained in SBC-12 STATE's electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

7. PROVISIONING

- 7.1 Provisioning: SBC-12 STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12 STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, SBC-12 STATE's maintenance will be limited to verifying loop suitability based on POTS

design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12 STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, SBC-12 STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC

- 7.2 Subject to Section 6.3.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning SBC-12 STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing or Pricing Schedule. CLEC has the ability to authorize SBC-12 STATE to condition the loop as required. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
 - 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for one to twenty (1-20) loops per order or per end-user location, will be five (5) business days, or the provisioning and installation interval applicable to SBC-12 STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.
 - 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for one to twenty (1-20) loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12 STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be

adjusted consistent with end user release of circuit and out-of-hours charges may apply.

- 7.3.3 Orders for more than twenty (20) loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of fifteen (15) business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.4 Orders for more than twenty (20) loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 7.3.5 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing or Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

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

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

- 8.1 SBC-12 STATE and the CLEC agree to implement Acceptance Testing during the cycle for xDSL loop delivery. When SBC-12 STATE provides HFPL, continuity is generally assumed as SBC-12 STATE retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, SBC-12 STATE would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.

- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, SBC-12 STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC-12 STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-12 STATE field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide SBC 12 STATE with a confirmation number and SBC-12 STATE will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing or Pricing Schedule.
- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-12 STATE will re-contact the CLEC

representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide SBC 12 STATE with a confirmation number and SBC-12 STATE will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, SBC-12 STATE will still close the order. SBC-12 STATE will not complete an order that fails Acceptance Testing.

- 8.3.4 Until such time as the CLEC and SBC-12 STATE agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, SBC-12 STATE agrees that should the CLEC open a trouble ticket and a SBC-12 STATE network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be a SBC-12 STATE fault), SBC-12 STATE, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 SBC-12 STATE will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC-12 STATE may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC-12 STATE error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request SBC-12 STATE to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix, any

Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that SBC-12 STATE is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 SBC-12 STATE will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that SBC-12 STATE is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SBC-12 STATE may continue charging for Acceptance Testing for all. If the sampling results show that SBC-12 STATE is not correctly provisioning loops eighty percent (80%) of the time, or greater, SBC-12STATE may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that SBC-12 STATE is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, SBC-12 STATE may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to

determine whether SBC-12 STATE can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show SBC-12 STATE is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether SBC-12 STATE is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. SBC-12 STATE will not bill for loop repairs when the repair resulted from an SBC-12 STATE problem.

8.4.1.5 Beginning November 1, 2000, the SBC-12 STATE delivery commitment, as defined by this Appendix, changes from 80% to 90%.

8.4.2 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTIO N**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half (1 ½) times the standard price and premium time being calculated at two (2) times the standard price.

9. MAINTENANCE /SERVICE ASSURANCE

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

- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-12 STATE shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC-12 STATE shall attempt to notify the end user and CLEC any time SBC-12 STATE repair effort has the potential of affecting service on the broadband portion of the loop.
- 9.3 If SBC-12 STATE isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, SBC-12 STATE will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than twenty-four (24) hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-12 STATE (or if the CLEC has failed to restore service within twenty-four (24) hours), either Party will notify the other and SBC-12 STATE will "cutaround" the retail POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SBC-12 STATE to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, SBC-12 STATE will charge the CLEC upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, SBC-12 STATE's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12 STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.
- 9.5 Any CLEC testing of the retail POTS service must be non-intrusive. The CLEC may use intrusive testing on its non-integrated DATA-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the CLEC.

- 9.6 The CLEC shall not rearrange or modify the retail POTS within its physically collocated equipment in any way beyond the original HFPL service.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise SBC-12 STATE of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-12 STATE as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-12 STATE. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 SBC-12 STATE agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC-12 STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-12 STATE shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, SBC-12 STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC-12 STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-12 STATE and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-12 STATE will, upon request from a CLEC, disclose within three to five (3-5) business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, SBC-12 STATE and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-12 STATE and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

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

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
MISSOURI
5/03/00

Appendix Pricing
Schedule of Prices

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		UNBUNDLED NETWORK ELEMENTS						
2		Local Loops	** Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 71.45	\$ 35.70	
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09	
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09	
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09	
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09	
7			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
8			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
9			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
10			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
11			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
12			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
13			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
14			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
15			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
16			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
17			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
18			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
19			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
20			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 685.90	\$ 845.75	\$ 375.03	
21			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 910.42	\$ 845.75	\$ 375.03	
22			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 960.17	\$ 845.75	\$ 375.03	
23			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 915.20	\$ 845.75	\$ 375.03	
24		DSL Capable Loops						
25		2-Wire Digital Loop ISDN/IDSL	*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 1 (Urban STL, KS)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
26			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
27			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 3 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
28			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 4 (Urban Springfield)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
29		2-Wire xDSL Loop	** *PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
30			** *PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
31			** *PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
32			** *PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	

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SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
MISSOURI
5/03/00

Appendix Pricing
Schedule of Prices

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
33			**	*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
34			**	*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
35			**	*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
36			**	*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
37			**	*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
38			**	*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
39			**	*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
40			**	*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
41			**	*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
42			**	*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
43			**	*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	
44			**	*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
45			**	*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	
46			**	*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09	
47			**	*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09	
48			**	*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09	
49			**	*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09	
50			**	*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09	
51			**	*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09	
52			**	*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09	
53		4-Wire xDSL Loop	**	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
54			**	*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
55			**	*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	
56			**	*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09	
57				* USOCs used for inventory purpose only					
58		HFPL Loop	***	HFPL Loop - Zone 1 (Urban STL, KS))	ULPPX	\$ 6.36	N/A	N/A	

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UNE AECN: 3369
RESALE AECN:
ACNA: Z9X

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
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Appendix Pricing
Schedule of Prices

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
59			***	HFPL Loop - Zone 2 (Suburban)	ULPPX	\$ 10.36	N/A	N/A	
60			***	HFPL Loop - Zone 3 (Urban)	ULPPX	\$ 16.65	N/A	N/A	
61			***	HFPL Loop - Zone 4 (Urban Springfield)	ULPPX	\$ 9.12	N/A	N/A	
62		Loop Qualification Process		Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
63				Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A	
64				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
65		HFPL Splitter	***	SBC owned splitter--line at a time	MYQXB	\$ 1.35	N/A	N/A	
66		DSL Conditioning Options	****	Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74	
67			*****	Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14	
68			*****	Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14	
69			*****	Removal of Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09	
70			*****	Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 626.25	\$ 32.62	
71			*****	Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62	
72			*****	Removal of Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24	
73			*****	Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47	
74			*****	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47	
75			*****	Removal of Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96	
76			*****	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11	
77			*****	Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11	
78			*****	Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18	
79			*****	Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30	
80			*****	Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30	
81		DSL Cross Connects		DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69	
82				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	
83				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	

UNE AECN: 3369
RESALE AECN:
ACNA: Z9X

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SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE

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5/03/00

Appendix Pricing
Schedule of Prices

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes	
84			***	HFPL Cross Connect - CLEC Owned	UKCGE	\$ 0.52	\$ 135.56	\$ 86.28		
85			***	HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.52	\$ 135.56	\$ 86.28		
86		HFPL OSS Charge	***	HFPL OSS Charge - Per Line	UM3	\$ 0.61	N/A	N/A		
			**	The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT will provide certain arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that, in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide such rates, terms and conditions to the Party who originally arbitrated such provisions						
			***	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						
			****	Pursuant to the Missouri Public Service Commission's Order in Case No. TO-99-461, the charge for loop conditioning performed on a single loop of 12,000 feet to 18,000 feet in length shall not exceed \$727.20. This provisioning is governed by Section 2.10 of the General Terms and Conditions Appendix.						
			*****	These rates are in addition to the applicable charges for loop conditioning under 17,500 feet.						

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