| | B | C | D | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SWBT MISSOURI | | | SWBT Retail Price | | | | | | SWBT Wholesale | | |
| 2 | **SWBT Service Name** | Missouri Tariff Cite (Name, Sect, Para) | USOC | Monthly Recurring | Service Charge/ Non-Recurrig | Per Use Charge | Minute Charge | Message Charge | Mileage Charge | Recurring | Non-Recurring | Comments |
| 148 | | GE 7.3.2.5 | | | | | | | | 0.0% | 0.0% | The qualifying discount will be permitted where the predominant use is providing educational and instructional programs and for the educational instititution's administrative use. The discount is not allowed to associated residential complexes. |
| 149 | | GE 7.3.2.6 | | | | | | | | 0.0% | 0.0% | In addition to meeting the qualifications specified in Paragraph 7.3.2.3, an eligible customer must sign an affidavit certifying that the qualification is met. The affidavit will be retained on file with the Telephone Company. |
| 150 | | GE 7.3.2.8 | | | | | | | | 0.0% | 0.0% | The following local exchange services are eligible for a discount under this program: Flat Rate Single-Line Bus., Flat Rate Multi-Line Bus., Flat Rate Analog Trnk, Information Terminal Svc, Digital Trans. Loop Arrgmnt for Digital Loop Svc.(MTM) |
| 151 | | | | | | | | | | | | |
| 152 | **MISCELLANEOUS SERVICE OFFERINGS** | GE 13 | | | | | | | | | | |
| 153 | **Toll Restriction** | GE 13.20.2 | | | | | | | | | | Install charge and serv. equip charge do not apply when associated with 2nd line control in Sec. 13.32. |
| 154 | Per RESIDENCE line equipped | GE 13.20.2.A | DH2 | $ 3.00 | | | | | | 19.2% | 19.2% | |
| 155 | Installation/Move Charges | | | | $ 2.75 | | | | | 19.2% | 19.2% | |
| 156 | Service/Equipment Charges | | | | $ 4.75 | | | | | 19.2% | 19.2% | |
| 157 | Per Business line equipped | GE 13.20.2.A | DH2 | $ 20.00 | | | | | | 19.2% | 19.2% | |
| 158 | Installation/Move Charges | | | | $ 2.75 | | | | | 19.2% | 19.2% | |
| 159 | Service/Equipment Charges | | | | $ 5.50 | | | | | 19.2% | 19.2% | |
| 160 | | | | | | | | | | | | |
| 161 | **900 Call Restriction** | GE 13.21.2 | | | | | | | | | | |
| 162 | Single Payment Option - RESIDENCE | | CREXK | | | | | | | | | N/C |
| 163 | Single Payment Option - BUSINESS | | CREXK | | $ 18.25 | | | | | 19.2% | 19.2% | Applies per station for Plexar, Centrex. |
| 164 | | | | | | | | | | | | |
| 165 | **Bill Plus** | GE 13.22 | | | | | | | | | | |
| 166 | Diskette | GE 13.22.3.A | CBRO | $ 8.00 | $ 150.00 | | | | | 5.0% | 5.0% | NTS |
| 167 | Duplicate Diskette | GE 13.22.3.C | CBRO | $ 8.00 | | | | | | 5.0% | 5.0% | NTS |
| 168 | | | OBM | | | | | | | 5.0% | 5.0% | |
| 169 | | | ANPH3 | | | | | | | 5.0% | 5.0% | |
| 170 | | | ANPL3 | | | | | | | 5.0% | 5.0% | |
| 171 | | | ANPH5 | | | | | | | 5.0% | 5.0% | |
| 172 | | | ANPL5 | | | | | | | 5.0% | 5.0% | |
| 173 | | | | | | | | | | | | |
| 174 | **Consolidated Billing** | GE 13.23.3 | | | | | | | | | | |
| 175 | Charge to establish CBA | GE 13.23.3 | D99 | | N/C | | | | | 5.0% | 5.0% | NTS |
| 176 | Charge to include SUB in CBA | | D99 | | N/C | | | | | 5.0% | 5.0% | NTS |
| 177 | | | | | | | | | | | | |
| 178 | **Prepaid Calling Card Service** | GE 13.32.4 | | | | | | | | | | |
| 179 | Per minute or fraction thereof | | | | | | $ 0.40 | | | 0.0% | 0.0% | NTS |

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

| | B | C | D | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SWBT MISSOURI | | | SWBT Retail Price | | | | | | SWBT Wholesale | | |
| 2 | SWBT Service Name | Missouri Tariff Cite (Name, Sect, Para) | USOC | Monthly Recurring | Service Charge/ Non-Recurrig | Per Use Charge | Minute Charge | Message Charge | Mileage Charge | Recurring | Non-Recurring | Comments |
| 180 | | | | | | | | | | | | |
| 181 | **RESTORATION OF SERVICE** | GE 18 | | | | | | | | 0.0% | 0.0% | |
| 182 | Service and Equipment Charge | | | | | | | | | 0.0% | 0.0% | |
| 183 | Residence | GE 18.1.1 | | | $ 15.25 | | | | | 0.0% | 0.0% | |
| 184 | Business | GE 18.1.1 | | | $ 15.75 | | | | | 0.0% | 0.0% | |
| 185 | | | | | | | | | | | | |
| 186 | **900 Call Restriction** | GE 18.19 | | | | | | | | 19.2% | 19.2% | |
| 187 | Per residence line equipped | GE 18.19.2.A | CREXB | | | | | | | 19.2% | 19.2% | No Service Conn Charge |
| 188 | Per business line equipped | GE 18.19.2.A | CREXB | | $ 12.00 | | | | | 19.2% | 19.2% | Applies per station for Plexar, Centrex. NRC will be waived for bus customers for 60 days. Install Chg - $11.50 |
| 189 | 976 or 900 per residence line (in1 req.) | | CREXN | | | | | | | 19.2% | 19.2% | |
| 190 | 976 or 900 per business line (in1. req.) | | CREXN | | | | | | | 19.2% | 19.2% | |
| 191 | 976 or 900 per residence line (sub. req.) | | CREXV | | | | | | | 19.2% | 19.2% | |
| 192 | 976 or 900 per business line (sub. req.) | | CREXV | | | | | | | 19.2% | 19.2% | |
| 193 | | | | | | | | | | | | |
| 194 | **Travel Charge** | GE 19.1.4 | | | | | | | | 0.0% | 0.0% | |
| 195 | Charges/Time Sensitive Charge Plan | GE 19.1.4(B) | | | | | | | | 0.0% | 0.0% | |
| 196 | Initial Travel Charge, 1st 15 minutes or fraction | GE 19.1.4(B) | | | $ 39.50 | | | | | 0.0% | 0.0% | |
| 197 | Addl Travel Charge, ea. addl 15 min. or fraction | GE 19.1.4(B) | | | $ 14.25 | | | | | 0.0% | 0.0% | |
| 198 | | | | | | | | | | | | |
| 199 | **SERVICE LINE SERVICE** | GE 20 | | | | | | | | 0.0% | 0.0% | |
| 200 | Standard Arrangement | GE 20.1.1 | LSF | $ 1.10 | | | | | | 0.0% | 0.0% | $ 1.10 |
| 201 | Standard Arrangement | GE 20.1.1 | RTE | $ 1.10 | | | | | | 0.0% | 0.0% | $ 1.10 |
| 202 | | | | | | | | | | | | |
| 203 | **SUSPENSION OF SERVICE** | GE 22 | | | | | | | | | | |
| 204 | Customer's Service May Be Suspended | GE 22.1.2 | | | | | | | | | | |
| 205 | At Their Own Request, temporary | | | | | | | | | | | |
| 206 | Residence | GE 22.1.2(A)(7) | | | $ 17.25 | | | | | | 0.0% | NTS |
| 207 | Business | GE 22.1.2(A)(7) | | | $ 20.50 | | | | | | 0.0% | NTS |
| 208 | | | | | | | | | | | | |
| 209 | **SHARED TENANT SERVICE (STS) ARRANGEMENTS** | GE 37 | | | | | | | | | 0.0% | Not a Retail Offering |
| 210 | Rates | GE 37.8 | | | | | | | | | 0.0% | Not a Retail Offering |
| 211 | | | | | | | | | | | | |
| 212 | **EXCHANGE INTERCONNECTION SERVICE** | GE 42 | | | | | | | | | 0.0% | |
| 213 | | | | | | | | | | | | |
| 214 | **Local Serving Arrangement (LSA)** | | | | | | | | | | | |
| 215 | **Circuit Switched Voice Grade Connection** | | | | | | | | | | | |
| 216 | **Access Link - 2 Wire Per Facility** | GE 42.8.1.A.1. | 1RSV2 | $ 31.00 | $ 150.00 | | | | | 0.0% | 0.0% | Not a Retail Offering |

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

| | B | C | D | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SWBT MISSOURI | | | SWBT Retail Price | | | | | | SWBT Wholesale | | |
| 2 | SWBT Service Name | Missouri Tariff Cite (Name, Sect, Para) | USOC | Monthly Recurring | Service Charge/ Non-Recurrig | Per Use Charge | Minute Charge | Message Charge | Mileage Charge | Recurring | Non-Recurring | Comments |
| 349 | 1. PRIORITY INSTALLATION OF DIGITAL LINK SRVC | | | | | | | | | | | |
| 350 | PRIME SERVICE VENDOR | | P1APX | | $ 50.00 | | | | | | 0.0% | NTS |
| 351 | SUBCONTRACTOR | | P1ASX | | $ 50.00 | | | | | | 0.0% | NTS |
| 352 | 2. PRIORITY RESTORATION OF DIGITAL LINK SRVC | | | | | | | | | | | |
| 353 | a. PR LEVEL IMPLEMENTATION | | | | | | | | | | | |
| 354 | PRIME SERVICE VENDOR | | PR5PX | | $ 51.00 | | | | | | 0.0% | NTS |
| 355 | SUBCONTRACTOR | | PR5SX | | $ 51.00 | | | | | | 0.0% | NTS |
| 356 | b. PR LEVEL CHANGE | | | | | | | | | | | |
| 357 | PRIME SERVICE VENDOR | | PR8PX | | $ 50.00 | | | | | | 0.0% | NTS |
| 358 | SUBCONTRACTOR | | PR8SX | | $ 50.00 | | | | | | 0.0% | NTS |
| 359 | 3. ADMINISTRATION/MAINTENANCE OF TSP SERVICE | | | | | | | | | | | |
| 360 | PRIME SERVICE VENDOR | | PR9PX | $ 4.10 | | | | | | 0.0% | | NTS |
| 361 | SUBCONTRACTOR | | PR9SX | $ 3.35 | | | | | | 0.0% | | NTS |
| 362 | | | | | | | | | | | | |
| 363 | **BROADBAND EDUCATIONAL** | DL 14 | | | | | | | | | | |
| 364 | VIDEO SERVICE | | | | | | | | | | | |
| 365 | INTRACLUSTER CHANNEL TERM | DL 14.2.2 A1 | ETNQD | $ 1,371.00 | $ 350.00 | | | | 0.0% | 0.0% | 0.0% | Not a Retail Offering |
| 366 | QUAD SPLIT MODE | | ETNMD | $ 1,371.00 | $ 350.00 | | | | 0.0% | 0.0% | 0.0% | Not a Retail Offering |
| 367 | MULTIMONITER MODE | | | | | | | | | | | |
| 368 | CONNECTIVITY TO INDEPENDENT TELEPHONE Co. | DL 14.2.2 A2 | EDU | $ 756.00 | $ 350.00 | | | | 0.0% | 0.0% | 0.0% | Not a Retail Offering |
| 369 | QUALITY 1 | | | ICB | ICB | | | | | | | Not a Retail Offering |
| 370 | QUALITY 2 | | | | | | | | | | | |
| 371 | INTERCLUSTER CONNECTIVITY | DL 14.2.2 A3 | | $ 5.00 | | | | | 0.0% | | | Not a Retail Offering |
| 372 | DIGITAL TO DIGITAL, Quality 1 | | | | | | $ 0.32 | | | 0.0% | | |
| 373 | CONNECTIVITY TO PRIVATE NETWORK | DL 14.2.2 A4 | | $ 5.00 | | | | | 0.0% | | | Not a Retail Offering |
| 374 | QUALITY 2 | | | ICB | | | $ 0.32 | | | 0.0% | | Not a Retail Offering |
| 375 | QUALITY 1 | | | | | | ICB | | | | | |
| 376 | CONNECTIVITY TO IXC | DL 14.2.2 A5 | | $ 5.00 | | | | | 0.0% | | | Not a Retail Offering |
| 377 | QUALITY 2 | | | ICB | | | $ 0.32 | | | 0.0% | | Not a Retail Offering |
| 378 | QUALITY 1 | | | | | | ICB | | | | | |
| 379 | ETHERNET OPTION | DL 14.2.2 A6 | | | | | | | | | | |
| 380 | INTRACLUSTER CHANNEL TERMINAL | | ETN | $ 82.00 | $ 25.00 | | | | 0.0% | 0.0% | 0.0% | Not a Retail Offering |
| 381 | 1st Unit | | ETN | $ 82.00 | $ 3.00 | | | | 0.0% | 0.0% | 0.0% | Not a Retail Offering |
| 382 | Ea. Add. Unit | | | | | | | | | | | Not a Retail Offering |
| 383 | INTERCLUSTER CONNECTIVITY | | | | $ 35.00 | $ 0.17 | ->Per megacell of use | | 0.0% | 0.0% | | Not a Retail Offering |
| 384 | First | | | | $ 25.00 | | | | | 0.0% | | Not a Retail Offering |
| 385 | Subsequent | | | | $ 3.00 | | | | | 0.0% | | Not a Retail Offering |
| 386 | Additional | | | | | | | | | | | |

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

## EXHIBIT B - LIST OF SWBT'S OTHER SERVICES AVAILABLE FOR RESALE



| | B | C | D | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SWBT MISSOURI | | | SWBT Retail Price | | | | | | SWBT Wholesale | | |
| 2 | **SWBT** Service Name | Missouri Tariff Cite (Name, Sect, Para) | USOC | Monthly Recurring | Service Charge/ Non-Recurrig | Per Use Charge | Minute Charge | Message Charge | Mileage Charge | Recurring | Non-Recurring | Comments |
| 387 | AUTHORIZED USE IN CONJUNCTION WITH LEASE | DL 14.2.2 A7 | | | | | | | | | | Not a Retail Offering |
| 388 | OR RENTAL OF CUSTOMER'S FACILITIES | | | | | $ 10.00 | -->Per hour | | 0.0% | | | |
| 389 | | | | | | | | | | | | |
| 390 | **SHARED TENANT SERVICE (STS)** | LE 1.2.2A | | | | | | | | | | |
| 391 | RATE GROUP A | | | $ 21.95 | Y (SEE 1.2.2 I.) | | | | | 0.0% | | |
| 392 | RATE GROUP B | | | $ 30.05 | | | | | | 0.0% | | Not a Retail Offering |
| 393 | RATE GROUP C-PRINCIPAL | | | $ 33.15 | | | | | | 0.0% | | Not a Retail Offering |
| 394 | RATE GROUP C-METRO. 1 | | | $ 36.45 | | | | | | 0.0% | | Not a Retail Offering |
| 395 | RATE GROUP D-PRINCIPAL | | | $ 43.60 | | | | | | 0.0% | | Not a Retail Offering |
| 396 | RATE GROUP D-METRO. 1 | | | $ 45.50 | | | | | | 0.0% | | Not a Retail Offering |
| 397 | RATE GROUP D-METRO. 2 | | | $ 48.00 | | | | | | 0.0% | | Not a Retail Offering |

Where the tariff and this matrix conflict on service name, cite, USOC or retail price, refer to the tariff.
For rates that are cross-referenced in the tariff, see individual tariff section.

7.3.4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.

7.3.4.4 SWBT will include current CLEC customer listing information in SWBT's DA database.

7.3.5 **Responsibilities of Both Parties**

7.3.5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

7.3.5.2 SWBT will brand Directory Assistance and Operator Services in the name of CLEC starting March 1, 1997 and will complete implementation of this process in all SWBT Operator and Directory Assistance platforms by June 30, 1997. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

7.3.6 **Responsibilities of CLEC**

7.3.6.1 Except where provided through SWBT unbundled Network Elements purchased by CLEC, CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

7.3.6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when DA is to be undertaken, all end user records and information required by SWBT to provide to DA .

7.3.6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

7.3.6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based_customized routing is available in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date CLEC designates SWBT as CLEC's provider of DA. CLEC may choose a longer term up to the end of the term of the Interconnection Agreement.

7.3.7 **Limitation Of Liability And Indemnification**

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.

**8.0 Interoffice Transport**

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 **Common Transport**

8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit CLEC to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit CLEC to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

8.1.2 SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

8.1.3 When CLEC purchases unbundled Local Switching SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport" when such facilities are used on an interoffice call subject to 5.2.2.

8.2 **Dedicated Transport**

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Dedicated Transport includes Multiplexing and Digital cross-connect system (DCS) functionality as specified below.

8.2.1.1 When CLEC orders unbundled dedicated transport between SWBT wire centers, it will pay the rates and charges contained in Appendix Pricing - UNE Schedule of Prices labeled Dedicated Transport, Interoffice Transport.

8.2.1.1.1 When CLEC orders unbundled dedicated transport between an CLEC office and a SWBT office, and actually utilizes a dedicated transport entrance facility, it will pay the rates and charges contained in Appendix Pricing - UNE Schedule of Prices labeled Dedicated Transport, Entrance Facility. When CLEC does not actually utilize a dedicated transport entrance facility in connection with an order for unbundled dedicated transport between an CLEC office and a SWBT office, CLEC will pay only the Interoffice Transport rates and charges and not the entrance facility charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.2.1.2 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC.

8.2.1.3 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, CLEC may request them pursuant to the Special Request process.

8.2.1.4 SWBT will provide Dedicated Transport at the following speeds: DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48(2488.320 Mbps) bandwidth as an option for

interoffice capacity. CLEC may request other interface options pursuant to the Special Request process.

8.2.1.5 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If CLEC requests special routing of Dedicated Transport, SWBT will respond to such requests under the Special Request process.

8.2.1.6 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa. Multiplexing/demultiplexing includes Voice Grade to DS1 and DS1 to DS3 conversions.

8.2.1.6.1 In the provision of dedicated transport, SWBT may elect to use multiplexing, at no additional charge to provide the transport, but shall deliver the transported traffic to CLEC at the same bandwidth as received from CLEC. If CLEC requests the traffic be delivered at a different bandwidth than what was originally handed off, SWBT will provide that for an additional charge as reflected in Appendix Pricing UNE - Schedule of Prices labeled "Multiplexing". These rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

8.2.1.6.2 CLEC will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to SWBT analog end office switch.

8.2.2 **Technical Requirements For All Dedicated Transport**

This Section sets forth technical requirements for all Dedicated Transport.

8.2.2.1 When provided by SWBT to itself or when requested by CLEC pursuant to the Special Request process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.3 **Digital Cross-Connect System (DCS)**

8.2.3.1 SWBT will offer Digital Cross-Connect System (DCS) with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.

8.2.3.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.

8.2.3.3 There is no additional charge for DCS functionality to the extent SWBT elects to use DCS (under SWBT's control) in the provision of dedicated transport. To the extent SWBT provides DCS functionality to CLEC, under CLEC's control, the charges contained in Appendix Pricing UNE labeled "Digital Cross Connect Systems" will apply. These rates are applicable for the rate elements listed below until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

DCS Port Charge - A DCS rate per month applies per port requested. The three types of port configurations are as follows:

DS0 channel port termination

DS1 channel port termination

DS3 channel port termination

DCS Establishment Charge - This charge applies for the initial setup of the CLEC database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits that CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.

Database Modification Charge - This charge applies each time CLEC requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.

Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of an CLEC circuit is changed. As an example, if CLEC has a

circuit routing from their premise "A" through two DCS offices to their premise "B" and want to reconfigure this circuit so that it is routed from "A" through two different DCS offices to premise "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.

8.2.3.3.1 CLEC may utilize the DCS Dedicated Transport element through the use of a terminal on CLEC premises to access a database maintained by SWBT to reconfigure CLEC's Dedicated Transport facilities.

8.2.3.4 CLEC may use the DCS to directly access and control CLEC's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions. Where DCS devices are SONET capable and will terminate SONET signals, SWBT will make such SONET capabilities available to CLEC to the extent technically feasible and to the extent such capability is available to SWBT for its use in providing telecommunications service.

8.2.3.5 CLEC will remotely access the DCS by using a terminal on CLEC's premises in conjunction with CLEC's facilities or SWBT Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.

8.2.3.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to CLEC.

8.2.3.7 SWBT will make two DCS options available to CLEC: On-demand; and Reservation. The on-demand option allows CLEC to make immediate changes to the network, while the reservation option allows CLEC to execute a change at a specified time designated by CLEC.

8.2.3.8 CLEC may use DCS to perform the following functions:

8.2.3.8.1 Routing/Rerouting - The routing feature allows CLEC to select the routes that will be used to connect circuits between DCSs. CLEC may control the route selection process by various parameters according to CLEC's needs. CLEC may also reroute circuits from a failed internodal facility to a working one.

8.2.3.8.2 Renaming-CLEC may rename its network locations, circuits, and facilities.

8.2.3.8.3 Special Day Definition - CLEC may specify circuit reconfiguration on special days, e.g., payday, holidays.

8.2.3.8.4 Resource Verification - CLEC may verify the resource availability for the reservation period in its reconfiguration request prior to the system's confirmation or denial of the request.

8.2.3.8.5 Transaction Log - CLEC is provided database log that contains every transaction involving reconfigurations.

8.2.3.8.6 Compatibility Table - CLEC may view the allowable access line combinations that can be used with the DCS.

8.2.3.8.7 Path Priority - CLEC may arrange its circuit paths in order of priority when multiple routes exist.

8.2.3.8.8 Reservation Summary Screen - CLEC may view the status of its reconfiguration reservations.

8.2.3.8.9 MACRO Command/Network Modeling - CLEC may initiate with one command, multiple two-point cross-connections. CLEC can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.

8.2.3.8.10 Variable Bandwidth - On Internodal Facilities, CLEC may use the variable bandwidth feature interchangeably to connect full STS1 (where available), 45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.

8.2.3.9 Technical Specifications

8.2.3.9.1 CLEC will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.

8.2.3.9.2 DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.

## 9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. This section also describes access to SWBT's Directory Assistance Database.

9.1 **Signaling Link Transport**

9.1.1 Definition: Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps (or higher speeds when suitably equipped) transmission paths between CLEC STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the CLEC designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

9.1.1.1 CLEC and SWBT may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when CLEC transmits signaling for local service traffic using ports, links and cross connects between CLEC and SWBT STPs for which CLEC has paid the applicable charges in its capacity as an IXC.

9.1.1.2 When CLEC establishes new links, where CLEC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port Rate" in Appendix Pricing - UNE - Schedule of Prices. The "SS7 Links Cross Connect" rates (but not the "STP Port Rate") are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SWBT will charge CLEC the applicable rates and charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.1.3 If new links are established and CLEC elects to purchase unbundled SWBT transport between an CLEC STP or an CLEC local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. CLEC will pay the rates and charges for each DS-1 shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP - Access Connection - 1.544 Mbps" (in addition to the port and cross connect described in 9.1.1.2).

9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge CLEC the applicable charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.

9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above). In this circumstance, CLEC will order STP Access Link - 56 Kbps using the Special Request Process.

9.1.1.4.1 If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new 56Kbps transport facility is needed, SWBT will charge CLEC the applicable charges established herein, and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.2 **Technical Requirements**

9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point Switch (STPS) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 When CLEC provides its own switch or STPS, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 CLEC will identify to SWBT the Signaling Point Codes (SPCs) associated with the CLEC set of links. As noted in Appendix Pricing UNE-Schedule of Prices, charges for signaling point code are contained in the NRC for the STP port termination.

9.1.5 When CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. CLEC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.6 CLEC will inform SWBT in writing thirty (30) days in advance of any material expected change in CLEC's use of such SS7 Signaling Network. CLEC will provide an explanation of the reasons for the expected change. Any network management controls found necessary to protect SWBT's SS7 network 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.

9.2 **Signaling Transfer Points (STPs)**

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

9.2.1.1 CLEC may use the STP under three options, as follows:

9.2.1.1.1 Signaling for CLEC with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with CLEC set of links will be routed to CLEC.

9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When CLEC uses SS7 Transport between one or more SWBT STP pairs for each segment transport (i.e., from an SWBT STP pair to an adjacent SWBT pair), CLEC will pay the charges labeled "SS7 Transport" on Appendix Pricing UNE - Schedule of Prices at a rate equal to one times the octet rate for each octet transported.

9.2.1.1.1.2 If CLEC elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, CLEC will be required to use a unique point code for each applicable CLEC local switching office, in those circumstances when local call completion requires use of an STP located in a different LATA than that in which the message originated. If CLEC does not provide a unique point code, CLEC will be charged at a tariffed rate.

9.2.1.1.2 Signaling for CLEC with its own Signaling Point, utilizing a set of links of another party: CLEC may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by CLEC.

9.2.1.1.3 Signaling for CLEC utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis at an interim rate of 170 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices. This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 **Technical Requirements**

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing.

9.2.2.2.1 The cost for adding Global title translations is included in the STP port non recurring charge.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, CLEC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, CLEC will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with CLEC, CLEC will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an CLEC or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT TPs.

9.2.3 **Interface Requirements**

9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.3.2 CLEC will designate the Signaling Point of Interconnection (SPOI) for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI.

9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. CLEC may request and SWBT will

provide, to the extent technically feasible, greater diversity through the Special Request process.

9.3 **Service Control Points/Call-Related Databases**

9.3.1 Definition: Call-related databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular telecommunications service and/or capability.

9.3.1.1 A Service Control Point (SCP) is a specific type of Network Element where call related databases can reside. SCPs deployed in a Signaling System 7 (SS7) network execute service application logic in response to SS7 queries sent to them by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).

9.3.2 **Technical Requirements for SCPs/Call-Related Databases**

9.3.2.1 Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.8.

9.3.2.2 SWBT will provide connectivity to SCPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.

9.3.2.3 SWBT will make its database functionality available to CLEC using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment on such criteria.

9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4 **Line Information Database (LIDB)**

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below.

9.4.1.0.1 Queries for LIDB based services will be priced as shown on Appendix Pricing UNE – Schedule of Prices labeled "Validation Query" and "Query Transport." CNAM Service Query will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "CNAM Service Query." LIDB usage rates (i.e., CNAM Service Query, LIDB Validation, and Query Transport) will be modified to reflect weighted average prices from Texas, Missouri, Oklahoma, Kansas, and Arkansas once cost review processes are complete in all states. The parties will submit a modification to this Agreement and will true-up to the modified prices.

9.4.1.0.2 CLEC also will pay the non-recurring LIDB charge shown on the Appendix Pricing UNE – Schedule of Prices, on a per-CLEC switch basis, to establish LIDB and CNAM query capability from an CLEC switch. There shall be no additional rate for Service Order Charge or for use of LVAS until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that such a rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

9.4.1.1 SWBT will provide CLEC with interfaces that allow CLEC to access SWBT's LIDB service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in 9.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If CLEC selects a non-SWBT LIDB or LIDB-like database, CLEC

will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.

9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.

9.4.1.6 Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.

9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

9.4.1.8 Originating Point Code (OPC) means a code assigned to identify a node on the CCS/SS7 network.

9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

9.4.1.11 Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

9.4.2 **LIDB Validation**

9.4.2.1 SWBT will provide CLEC access to Validation information whenever CLEC initiates a query from an SSP for Validation information available in SWBT's LIDB.

9.4.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 253 and a subsystem number in the calling party address field that is mutually agreed upon. CLEC acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.

9.4.2.3 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 LIDB Validation 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.

9.4.2.4 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including CLEC, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.

9.4.2.5 SWBT's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

9.4.2.6 SWBT provides LIDB Validation Service 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 LIDB for the provision of LIDB Validation Service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

9.4.2.6.1 In the event that CLEC is using its own OS platform, CLEC will be charged for validation queries to SWBT's LIDB, at the LIDB rates found in Appendix Pricing UNE – Schedule of Prices labeled "Validation Query and Query Transport".

9.4.2.6.2 In the event that CLEC is using SWBT's OS platform, until otherwise agreed, no charge is made for Validation queries, in addition to applicable OS charges under Appendix Pricing UNE - Schedule of Prices labeled Operator Services Call Completion Services.

9.4.2.6.3 SWBT cannot distinguish between queries from CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from CLEC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the development of any technically feasible method to distinguish LSP queries from IXC queries, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.4.2.6.4 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or IXC driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. Until CLEC develops and provides its factor, SWBT shall treat all queries at the higher rate, except that a true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days. Factors may be changed by CLEC on a quarterly basis and subject to audit by SWBT on a yearly basis.

9.4.2.7 LIDB Validation provided by SWBT to CLEC will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment.CLEC may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

9.4.3 **Ownership of Validation Information**

9.4.3.1 CLEC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.4.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. CLEC may use LIDB Validation for such functions only on a call-by-call basis.

9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.4.3.4 CLEC agrees that it 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 LIDB.

9.4.3.5 If CLEC acts on behalf of other carriers to access SWBT's LIDB Validation, 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 Validation query to SWBT's LIDB.

9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's LIDB Validation.

9.4.4 **LIDB Storage and Administration**

9.4.4.1 Definitions:

9.4.4.1.1 Data Base Administration Center (DBAC) - A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

9.4.4.1.2 Group - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-RAO combination.

9.4.4.1.3 Group Record - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-RAO.

9.4.4.1.4 LIDB Editor - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.

9.4.4.1.5 Line Validation Administration System (LVAS) - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.

9.4.4.1.6 Line Record - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.

9.4.4.1.7 Toll Billing Exception (TBE) - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.

9.4.4.1.8 Service Management System (SMS) - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.

9.4.4.1.9 Sleuth - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.

9.4.4.1.10 Special Billing Number (SBN) Account Groups - Line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

9.4.4.1.11 Tape Load Facility - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.

9.4.4.1.12 Translation Type - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 **General Description and Terms**

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with LSP to provide LSP with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.

9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. CLEC understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to CLEC.

9.4.4.2.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.

9.4.4.2.6 Upon receipt of the Line/Billing information from CLEC, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3)

determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

9.4.4.2.7 To the extent that CLEC stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

9.4.4.2.8 CLEC understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. CLEC understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.

9.4.4.3 **Line Validation Administration System (LVAS)**

9.4.4.3.1 LVAS provides CLEC with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.4.4.4 **Service Order Entry Interface**

9.4.4.4.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process into LVAS.

9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.4.5 SWBT will provide CLEC with SWBT-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.

9.4.4.4.6 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 **Interactive Interface**

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

9.4.4.5.2 SWBT will provide CLEC with Interactive Interface through a modem. CLEC understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 CLEC will use hardware and software that is compatible with LVAS hardware and software.

9.4.4.5.4 CLEC can choose to request the Interactive Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 **Tape Load Facility Interface**

9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.

9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these

situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. CLEC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above CLEC's normal daily update processing.

9.4.4.6.4 CLEC will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with CLEC's line/billing records.

9.4.4.6.5 CLEC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide CLEC with the name and address of the SWBT employee designated to receive the tapes at each location.

9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load CLEC's updates into LVAS. CLEC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide CLEC SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create CLEC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide CLEC with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

9.4.4.6.7 SWBT and CLEC will coordinate to establish mutually agreed upon dates and times for tape loads of CLEC data when such loads are the result of a CLEC request.

9.4.4.6.8 LSP understands and agrees that its record access through the Tape Load Facility Interface is only for LSP's own line/billing records. CLEC will not use the Tape Load Facility Interface to modify any group record. CLEC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to CLEC.

9.4.4.7 **LIDB Editor Interface**

9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to

SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

9.4.4.7.3 CLEC understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 **Audits**

SWBT will provide CLEC with LIDB audit functionality as described immediately below.

9.4.5.1 **LIDB Audit**

9.4.5.1.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

9.4.5.1.2 SWBT will run the LIDB audit continuously throughout each and every day.

9.4.5.1.3 SWBT will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access this file through the Interactive Interface.

9.4.5.1.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2 **Billing System Audit**

9.4.5.2.1 This audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.

9.4.5.2.2 SWBT will provide CLEC with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide CLEC with a file containing CLEC's records in LIDB. CLEC will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within reasonable time following the receipt of the audit file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2.4 SWBT will provide CLEC scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide CLEC with a billing system audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

9.4.5.2.4.2 Unscheduled Audits:

CLEC can request additional audit files and SWBT will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

9.4.6 **Sleuth**

9.4.6.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

9.4.6.2 SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.

9.4.6.3 SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an CLEC account, the Sleuth investigator will print the alert from the queue and fax the alert to the CLEC. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an CLEC account. CLEC will determine what, if any action it should take as a result of a Sleuth alert.

9.4.6.5 SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

9.4.6.6 SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

9.4.6.7 For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert.

9.4.7 **Technical Requirements**

9.4.7.1 SWBT will enable CLEC to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.

9.4.7.3 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of CLEC line-record data in LVAS by any third party that is not authorized by CLEC in writing.

9.5 **CNAM Service Query**

9.5.1 **Definitions**

9.5.1.1 Calling Name Delivery Service (CNDS) enables the terminating end-user to identify the calling party by a displayed name before the call is answered. The calling party's name *is* retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE). CLEC will be charged for CNAM Service Queries in the event that CLEC is operating its own switch. In the event that CLEC is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

9.5.1.1.1 CNAM queries will be priced as shown on Appendix Pricing UNE - Schedule of Prices labeled "Calling Name Delivery Query".

9.5.1.1.1.1 CNAM Service Query will be priced as shown on Appendix Pricing – UNE – Schedule of Prices labeled "CNAM Service Query". There shall be no additional rate for CNAM Query Transport or CNAM Service Order Charge until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

9.5.1.2 CNAM Service Query allows CLEC to query SWBT's Calling Name database for Calling Name information in order to deliver that information to CLEC's local subscribers.

9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

9.5.1.5 Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 **Description of Service**

9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

9.5.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.

9.5.2.3 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 CNAM Service Query 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.

9.5.2.4 SWBT provides CNAM Service Query 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 Calling Name database for the provision of CNAM Service Query by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.

9.5.2.4.1 SWBT cannot distinguish between queries from CLEC's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from CLEC's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and/or query transport (if applicable) and the rates for the LSP out-of area query and/or query transport (if applicable) rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, CLEC will develop an allocation factor to distinguish the proportion of in area queries and out-of-area queries. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.5.2.4.2 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or non LSP driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 **Ownership of the Calling Name Information**

9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. CLEC may use CNAM Service Query for such functions only on a call-by-call basis.

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.5.3.4 CLEC agrees that it 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 LIDB.

9.5.3.5 If CLEC acts on behalf of other carriers to access SWBT's CNAM Service Query, 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 CNAM Service Query query to SWBT's LIDB.

9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's CNAM Service Query.

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)**

9.5.4.1 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 or from CLEC's use of SWBT's Unbundled Local Switching (subject to Section 5.2.3 of Appendix Pricing - UNE) 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. 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, applied equally and on a competitively neutral basis to all database users including SWBT. 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, where ever 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 When CLEC purchases AIN services, charges will be determined on an individual case basis (ICB) as reflected on the Appendix Pricing UNE - Schedule of Prices or as the Parties may otherwise agree.

9.8 **Access to Directory Assistance Database**

9.8.1 SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to CLEC's customers. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance oerators.

9.8.2 When CLEC uses Access to Directory Assistance Database, it will pay the rates and charges under that label found in Appendix Pricing UNE – Schedule of Prices. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit

the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between 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 **Requirements**

10.2.1 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.

10.3 As reflected in Appendix Pricing - UNE - Schedule of Prices, CLEC will pay $3,345 per month to access one or more of the SWBT OSS functions for either UNE, Resale or both. CLEC will pay $1580 per month for remote access facility methods for a direct connection per port or $316 per month for dial up connections, per port.

**11.0 Cross-connects**

11.1 The cross connect, when required, is the means by which unbundled elements are connected with other unbundled elements or with collocation.

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" subject to Section 1.3 of Appendix Pricing UNE, except as provided in Section 11.2.1 and 11.2.2 below. The applicable cross connects are as follows:

1. Cross connect to DCS ("MDF to DCS") - with and without testing
2. Cross connect to MUX/Interoffice ("MDF to SWBT Multiplexer/Interoffice") - with testing
3. Cross connect to Collocation ("MDF to Collocation") - with and without testing

4. Cross connect to Switch Port ("MDF to Switch Port") with and without testing

The rates for the cross connect to DCS and the cross connect to MUX/Interoffice are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.2.1 The Parties agree that there will be no charge for the cross connect between an unbundled loop and DCS/Switch Port, as shown on Appendix Pricing UNE - Schedule of Prices and labeled "Analog Loop to DCS/Switch Port" and "Digital Loop to DCS/Switch Port." The loop to DCS cross connect rate will be subject to modification and true up in the event of Commission establishment of final DCS rates and charges that include a separate DCS cross connect rate.

11.2.2 When CLEC orders a cross connect between a 4-Wire PRI digital loop and inter office transport, CLEC will pay the rates and charges labeled "Digital Loop to Multiplexer/Interoffice - 4-Wire PRI". These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.3 Cross connects associated with unbundled local loops are available with or without testing equipment. 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 utilizes a SWBT unbundled local loop and SWBT unbundled switch port in combination, SWBT will provide automated loop testing through the Local Switch rather than install a loop test point.

11.4 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT). 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: DS1; DS3; OC3; OC12; and OC48. With the exception of the DS3 Dedicated Transport Cross Connect, the

rates shown on the Schedule of Prices are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

**12.0 Additional Requirements Applicable to Unbundled Network Elements**

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

12.1 **Requirements**

12.1.1 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.

12.2 **Protection, Restoration, and Disaster Recovery**

12.2.1 **Synchronization**

12.2.1.1 **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 **Cooperative Testing**

12.3.1 Upon request, at Time and Materials charges, 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 Dark Fiber**

13.1 "Dark fiber" is fiber transmission media which has been deployed by SWBT but is not being utilized to provide service.

13.2 **Dark Fiber in Dedicated Interoffice Transport**

13.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions:

13.2.1.1 SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office.

13.2.1.2 SWBT may offer dark fiber pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide CLEC with sufficient alternative means of transporting the traffic.

13.2.1.3 CLEC may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular dedicated interoffice transport segment. The fiber available for

lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.

13.2.2 SWBT will provide CLEC with the ability to connect to interoffice dark fiber subject to the procedures set forth above. In each SWBT central office which serves as a point of termination for each interoffice dark fiber segment, SWBT will provide CLEC an appropriate termination point on a distribution frame or its equivalent.

13.3 **Dark Fiber in Feeder Segment of the Loop**

13.3.1 SWBT will provide dark fiber in the feeder segment of the network as an unbundled network element under the following conditions:

13.3.1.1 SWBT may offer dark fiber pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide CLEC with sufficient alternative means of transporting the traffic.

13.3.1.2 CLEC may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular feeder segment. The fiber available for lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.

13.4 **Dark Fiber Administration**

13.4.1 The parties shall submit for approval by the Missouri Commission a procedure for exchanging information on the availability of dark fiber for lease, and on the usage of leased dark fiber.

13.5 **Dark Fiber Pricing**

13.5.1 When a dark fiber record search is requested by CLEC, CLEC will pay the dark fiber records research charge reflected on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber Records Search." These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those

listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

13.5.2 When CLEC orders a dark fiber cross connect to connect SWBT's dark fiber to CLEC's facilities or equipment, CLEC will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber Cross Connect." These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

13.5.3 When CLEC leases dark fiber, CLEC will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber."

## 14.0 Pricing

### 14.1 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.

## 15.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# 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.

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 paragraph 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.

1.3 Prices for the unbundled network elements, as shown on Appendix Pricing UNE-Schedule of Prices, include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities will be permitted.

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.

## 2.0 Recurring Charges

2.1 Recurring Charges, where applicable, for each unbundled Network Element are as shown in Appendix Pricing UNE - Schedule of Prices.

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 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 mile before determining the mileage and applying rates.

2.4 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes

by end office 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.

**3.0 Non-Recurring Charges**

3.1 The Missouri Commission has ordered non-recurring charges for installation and disconnection of certain unbundled elements. Where these charges are applicable, there is a non-recurring charge for the first connection/disconnection on an CLEC order (designated as "initial non recurring charge" on the Schedule of Prices) as well as separate non-recurring charges for each additional connection/ disconnection associated with the same CLEC order at the same CLEC specified premises (designated as "additional non recurring charges" on the Schedule of Prices).

3.1.1 CLEC will not pay non-recurring charges when CLEC orders Elements that are currently interconnected and functional. Such orders may also be referred to as Simple Conversion Orders. These orders include all situations in which CLEC converts a SWBT customer using all network elements required to provision service to the customer and applies whether CLEC uses SWBT's operator services and Directory Assistance or supplies operator services and Directory Assistance to the customer from an CLEC operator service/Directory Assistance platform to which customized routing has been established from the customer's local switch.

3.1.2 The rate for non-recurring charges when CLEC submits a simple conversion order will be zero until such time as the Commission has ordered final cost based rates. If the Commission orders non-recurring charges other than zero for a simple conversion order, the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.2 Intentionally left blank

3.3 SWBT offers the following order types:

New Service: This will apply when an end user customer initiates service with CLEC and CLEC elects to serve the customer using unbundled Network Elements.

Change: This will apply when an CLEC customer's existing service is being physically or logically altered in some way.

Record: This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

Disconnect: This will apply when an existing service is being completely disconnected.

Suspend: This will apply when a functionality is to be suspended until further notice

Restore: This will apply when a previously suspended functionality is to be restored

Expedited: This will apply when the requested due date is less than the standard interval.

Customer Change Charge: This will apply when an end user customer of Resale services changes from one LSP (including SWBT) to another LSP (including SWBT).

Customer Not Ready Charge: Charges equal to the actual service order charge will apply when SWBT is prepared to turn service over to CLEC on the due date and CLEC or the end user customer is not ready to accept the service.

Cancellation/Modification/Due Date Change Charge: This will apply when the due date is changed or the service order is canceled or modified within 2 days prior to the due date.

3.4 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched 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.

3.5 When CLEC places at local service request (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.

3.6 Service Order Pricing

3.6.1 The Service Order charge found on Appendix Pricing – UNE Schedule of Prices shall apply to all initial orders for service from SWBT, all resale conversions, the lease of unbundled elements, and conversions using all unbundled elements ("New Service"). In the case of a resale conversion or a conversion using all of the unbundled elements necessary for the provision of telephone service, no other nonrecurring charge shall apply in addition to, or in lieu of, the Service Order charge. In instances where a competitive local exchange company (CLEC) purchases individual network elements to be combined with its own or another CLEC's unbundled elements, the additional nonrecurring charges listed in Appendix B of the Final Arbitration Order shall apply. If a CLEC chooses to use electronic ordering but SWBT is unable to provide such electronic ordering services, the $5.00 Service Order charge shall apply. Again, no charges shall be applied in addition to, or in lieu of, the proper Service Order charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.6.2 No Service Order Charge applies to the following Service Order types: Change, Record, Disconnect, Suspend, Restore, Expedited, Customer Not Ready, or Cancellation/Modification/Due Date Change. This is applicable unless and until such time as the Commission has determined that a service order charge applies to such Service Order types and establishes permanent rates for such service orders. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.6.3 SWBT shall not impose any charge in addition any applicable service order charge for nonmechanized service order types in those situations where SWBT does not have a mechanized process in place for its own customers unless and until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the commission, and the commission has ordered final cost based rates. When the Commission orders final cost based rates, CLEC will remit any amounts owed for the interim period to SWBT within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission

## 11.0 New Circuit Testing

11.1 SWBT will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.

11.2 Toolbar will be utilized by CLEC on an interim basis until the full implementation of EBI in order to initiate and receive test results on POTS resale services.

## 12.0 Pricing

12.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

## 13.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# ATTACHMENT 4: CONNECTIVITY BILLING -RESALE

## 1.0 General

This Attachment 4: Connectivity Billing-Resale describes the requirements for SWBT to bill all charges CLEC incurs for purchasing Resale services.

## 2.0 Billable Information And Charges

2.1 In accordance with this Agreement, SWBT will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SWBT will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.

2.2 SWBT will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, 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; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.

2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.

2.5 SWBT and CLEC have mutually agreed that SWBT will provide a BAN for each billing period for Residence end-users within a RAO and a BAN for each billing period for Business within the RAO.

## 3.0 Issuance of Connectivity Bills - General

3.1 SWBT will issue all Connectivity 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 EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity 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 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity 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 agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.

3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SWBT a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with te specifications set forth in this Agreement.

3.3 To avoid transmission failures or the receipt of Connectivity 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 Connectivity 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 can be processed. 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: Connectivity Billing - Resale.

## 4.0 Electronic Transmissions

4.1 SWBT will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SWBT's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. 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 and CLEC

will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

## 5.0 Tape or Paper Transmissions

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). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

**TO CLEC:**

| | |
|---|---|
| Tape Transmissions via U.S. Mail: | Greg Lawhon<br>Senior Vice President<br>2020 Baltimore<br>Kansas City, MO 64108 |
| Tape Transmissions via Overnight Delivery: | Greg Lawhon<br>Senior Vice President<br>2020 Baltimore<br>Kansas City, MO 64108 |
| Paper Transmissions via U.S. Mail: | Greg Lawhon<br>Senior Vice President<br>2020 Baltimore<br>Kansas City, MO 64108 |
| Paper Transmissions via Overnight Delivery: | Greg Lawhon<br>Senior Vice President<br>2020 Baltimore<br>Kansas City, MO 64108 |

The Parties will develop the format for paper or tape transmission as part of the implementation process.

## 6.0 Testing Requirements

6.1 At least ninety (90) days prior to SWBT sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SWBT will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SWBT meets mutually agreed testing specifications, SWBT may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

## 7.0 Additional Requirements

SWBT agrees that if it transmits data to CLEC in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

a) the BAN shall not contain embedded spaces or low values;

b) the Bill Date shall not contain spaces or non-numeric values;

c) each Connectivity 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

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SWBT will be responsible 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 Resale services bill certification.

## 9.0 Payment Of Charges

9.1 Subject to the terms of this Agreement, CLEC and SWBT will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. 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 the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, SWBT and CLEC will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity 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. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event CLEC receives multiple Connectivity Bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to SWBT's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.

## 10.0 Examination Of Records

Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine SWBT s documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

## 11.0 Pricing

11.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

## 12.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA-RESALE

## 1.0 Introduction

1.1 This Attachment 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 Resale services from SWBT.

## 2.0 General Requirements for Usage Data

2.1 SWBT's provision of Usage Data to CLEC will be in accordance with 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 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 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 usage data for CLEC Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

a) completed calls;
b) use of CLASS/LASS/Custom Features;
c) calls to Directory Assistance where SWBT provides such service to an CLEC customer;
d) calls completed via SWBT - provided Operator Services where SWBT provides such service to CLEC's Local Service customer;
e) station level detail for SWBT - provided CENTREX and PLEXAR families of services;
f) complete call detail and complete timing information for Resale services.

SWBT will provide Usage Data for completed calls only for service offerings that SWBT records for itself (e.g., Local Measured Services).

3.2 SWBT will provide Usage Data to CLEC only for CLEC Customers. SWBT will not submit other carriers' local usage data as part of the CLEC Usage Data.

## 4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the 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.

## 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 Usage Data for Resale services to CLEC locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to CLEC via CONNECT: Direct or as 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. CLEC will pay to SWBT a per message charge of three tenths of one cent ($.003) for SWBT's transmission of usage data to CLEC.

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 by April 1997 or as otherwise mutually agreed to by both Parties.

## 6.0 Pricing

6.1 SWBT will bill and CLEC will pay the applicable charges for Usage Data 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 Alternatively Billed Calls

7.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."

7.2 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.) (Outcollects). SWBT will transmit such data to CLEC on a daily basis. CLEC as the 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 pay to SWBT a per message charge of three tenths of one cent ($.003) for SWBT's transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.

7.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SWBT will transmit such data to CLEC 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 this Agreement and the credit will be $.05 per billed message. CLEC will pay to SWBT a per message charge of three tenths of one cent ($.003) for SWBT's transmission of incollect messages to CLEC.

## 8.0 Local Account Maintenance

8.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.

8.2 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 notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents ($0.08) for each WTN transmitted for SWBT's transmission of the change notification.

## 9.0 Pricing

9.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

## 10.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

## 1.0 Introduction

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to CLEC. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - UNE - Schedule of Prices, attached hereto, and elsewhere in this Agreement.

## 2.0 General Terms and Conditions

2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a Telecommunications Service. If the point designated by CLEC is technically feasible, SWBT will make the requested connection.

2.2 When CLEC orders UNEs that it intends to use in combination and, in addition to specifying the elements being ordered, identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser quality of performance through the special request process. This section does not impose any performance measurements and/or standards requirement beyond those provided for in Attachment 17.

2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.

2.4 SWBT will provide CLEC access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other

carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.21.

2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.

2.6 Various subsections below list the Network Elements that CLEC and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of CLEC and to the extent technically feasible provide CLEC additional Network Elements or modifications to previously identified Network Elements for the provision by CLEC of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.

2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.

2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.

2.9 Where unbundled elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.

2.10 The Parties acknowledge that the State Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis, and CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.12 SWBT will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and CLEC.

2.13 The use of the term "purchase" herein notwithstanding, network elements provided to CLEC under the provisions of this Attachment will remain the property of SWBT.

2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.15 CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SWBT provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17 **Performance of Network Elements**

2.17.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to Sections 2.17.2 - 2.17.6. Such publications will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request, and SWBT will provide, to the extent technically feasible, Network Elements that are lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.

2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or

procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.

2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC as of the Effective Date of this Agreement.

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

2.18 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.

2.19 SWBT will not collect intrastate or interstate access charges from CLEC when it purchases unbundled network elements.

2.20 When CLEC purchases unbundled network elements to provide interexchange services or exchange access services, SWBT will not collect access charges from CLEC or other interexchange carriers (IXC's) (except for charges for exchange access transport services that an IXC elects to purchase from SWBT).

2.21 CLEC will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.

2.22 **Special Request**

The Sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; local switching; tandem switching; operator services and directory assistance; interoffice transport, including common transport and dedicated transport; signaling and call-related databases; operations support systems functions; cross connects (including loop cross-connects with and without testing equipment); loop distribution; loop feeder; loop concentrator/multiplexer. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment

are not available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

2.22.1 Each Party will promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.

2.22.3 CLEC may cancel a Network Element Special Request in a commercially reasonable manner.

2.22.4 Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Network Element Special Request.

2.22.5 Within thirty (30) days of its receipt of a Network Element Special Request, SWBT will provide to CLEC a preliminary analysis of such Network Element Special Request. The preliminary analysis either will confirm that SWBT will accept the request and offer access to the Network Element, or the preliminary analysis will confirm that SWBT will not accept the request and will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

2.22.5.1 If SWBT does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: CLEC has twenty (20) days in which to file a petition with the Commission, seeking a determination that SWBT be required to provide the unbundled element. SWBT must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.

2.22.6 If SWBT determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written

authorization from CLEC. When it receives such authorization, SWBT will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

2.22.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.

2.22.8 For a Network Element Special Request that has been accepted, then, as soon as feasible, but not more than sixty (60) days after receipt of the request, SWBT will provide to CLEC a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

2.22.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, CLEC must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

2.22.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

2.22.11 Whenever CLEC submits the Special Request for any of the following elements: Local Loop, Local Switching; Tandem Switching; Operator Services and Directory Assistance; Interoffice Transport, including Common Transport and Dedicated Transport; Signaling and Call Related Databases; Operations Support Systems; and Cross Connects – and the particular unbundled Network Elements requested is operational at the time of the request, but is not priced under this Agreement, SWBT will provide a price quote to CLEC for that element within twenty days following receipt of CLEC's request. If CLEC does not agree to the price, CLEC may submit the matter within ten days for determination by the Commission in accordance with Section 2.22.5.1 of this Attachment.

2.22.12 Pursuant to the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, both Parties will report to the Commission six months prior to the expiration of this Agreement on the effectiveness and efficiency of the Special Request process.

2.23 The provisions of this agreement that require SWBT not to separate unbundled network elements that are already combined when ordered (e.g., Attachment 6, Section 2.8), will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. FCC.

2.24 The provisions of this agreement that require SWBT to combine unbundled network elements for CLEC (e.g., Attachment 6, Section 11.2, Attachment 7, Section 1.5.1) will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. FCC.

2.25 CLEC and SWBT will engage in good faith negotiations to establish terms and conditions under which SWBT will provide CLEC with nondiscriminatory access to its network facilities to enable CLEC to combine unbundled network elements purchased from SWBT. The terms and conditions to be discussed in these negotiations will include, without limitation, the following: nondiscriminatory direct access to SWBT network facilities for effecting physical connections between elements; nondiscriminatory access to OSS Systems to effect electronic combining of elements, including any required systems development; terms for coordinating CLEC and SWBT activities related to combining elements to minimize service interruptions to end user customers; capability to enable CLEC and other LSPs to provision combinations to effect customer conversions and new service turn-ups in commercial quantities; and performance measures relevant to the terms and conditions of combining. The parties will report progress on these negotiations to the MPSC on May 1, 1998 and October 1, 1998. Following the October 1, 1998 progress filing, either party may request the MPSC to resolve any disputes regarding the terms and conditions of network access to be provided to CLEC for combining elements and to resolve any dispute whether the terms of this agreement that require SWBT to connect elements for CLEC (e.g. Attachment 6, Section 11.2) or that prohibits SWBT from separating elements that are currently combined (e.g. Attachment 6, Section 2.8) should be modified.

## 3.0 Network Interface Device

3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.

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

3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SWBT NID.

3.4 For single-unit and small business locations, CLEC will be allowed direct connections to SWBT's NID where spare slots are available. Otherwise, CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.

3.5 With respect to multiple dwelling units or multiple-unit business premises where the NID is easily accessible, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs. For businesses and apartment locations where the customer's wiring is not accessible outside of the SWBT NID, SWBT should rearrange its NID to allow CLEC access to the inside wiring.

3.6 The SWBT NIDs that CLEC uses under this Attachment will be those installed by SWBT to serve its customers.

3.7 CLEC will not attach to or disconnect SWBT's ground. CLEC will not cut or disconnect SWBT's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

## 4.0 Local Loop

4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements - Schedule of Prices the types of unbundled loops in sections 4.2.1 through 4.2.4. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.

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

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

4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

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

4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process.

4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Special Request process. This requirement for moving the loop off of the IDLC does not apply when CLEC orders a Loop/Switch port for use in combination from SWBT.

4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. CLEC will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

4.6 **Subloop Elements**

4.6.1 SWBT will provide unbundled access to each of the following subloop elements: loop distribution; loop concentrator/multiplexer; and the loop feeder facilities. SWBT will provide CLEC with unbundled access to any unused subloop element

at all technically feasible locations. Also, if an end user requests that a SWBT service be replaced by an CLEC service and CLEC requests a subloop element that is then being used by SWBT to serve that end user, SWBT will make that subloop element available to CLEC. These locations will generally be those where space is available, where SWBT currently has such elements terminated and from which terminations the subloop element would be cross-connected by SWBT in the course of providing or maintaining service.

**4.6.2 Points of sub-loop unbundling**

4.6.2.1 Typically, the local loop will be unbundled at the Feeder Distribution Interface (FDI). The local loop may also be unbundled at Remote Terminal (RT) appearances. That is, upon CLEC's request and where technically feasible (e.g. space available), SWBT will terminate CLEC's cable in SWBT's FDI/RT and perform subsequent cross connects in SWBT's FDI/RT to CLEC's facilities. All work done within SWBT's FDI/RT will be done by SWBT personnel. CLEC will pay for these terminations and cross connects at the rates reflected in Appendix Pricing UNE Schedule of Prices labeled "Time and Materials.

4.6.2.2 When CLEC orders the distribution portion of the local loop or the feeder portion of the local loop and no FDI exists along the existing loop, the feeder element will be unbundled from the distribution element at the feeder/distribution splice (or point of transition where the cable facilities change from underground cable counts to aerial counts). In this situation and the situation where the existing FDI has insufficient capacity, a technically appropriate device for interconnection (e.g., FDI or cable stubs) will be established at SWBT's option if SWBT reasonably determines that a technically appropriate device does not already exist. CLEC will reimburse SWBT for the portion of the installation expenses reasonably required to provide interconnection to the sub-loop element ordered by CLEC.

4.6.3 When the loop is unbundled at the FDI there are only two subloop elements (not including the Network Interface Device - NID), Loop Feeder and Loop Distribution. These elements will be available with the same electrical interfaces described in sections 4.2.1, 4.2.3, and 4.2.4 above.

4.6.4 Loop Feeder is defined as the portion of the loop from the Main Distribution Frame (MDF) in SWBT's Central Office (CO) to the FDI or from the MDF to the RT when CLEC requests unbundling at the RT.

4.6.5 Loop Distribution is defined as the portion of the loop from the FDI to the Network Interface Device (NID) or from the RT to the NID when CLEC requests unbundling of the loop at the RT.

4.6.6 When CLEC purchases Loop Feeder and Loop Distribution, CLEC will pay the appropriate prices in Appendix Pricing -UNE, Schedule of Prices under "Subloop Unbundling" labeled "Loop Feeder" and "Loop Distribution".

4.6.7 Whenever CLEC requests subloop unbundling at a RT and wants to order only the Concentrator /Multiplexer to be separated from the Loop Feeder and Loop Distribution, such order will be handled through the Special Request Process.

4.6.8 CLEC will be responsible for service surveillance and monitoring the loop with respect to those sub loop elements which CLEC purchases.

## 5.0 Local Switching

5.1 Definition: The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities, as well as any technically feasible customized routing, blocking/screening, and recording functions.

5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues.

### 5.2 Technical Requirements

5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC.

5.2.2 Except as required to fulfill CLEC requests for customized routing, SWBT's Local Switching element will route calls on SWBT's common network (i.e.,

Common Transport) to the appropriate trunk or lines for call origination or termination according to the same criteria that SWBT applies to its own calls.

5.2.3 When CLEC requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to CLEC's Operator Services and Directory Assistance platforms. In addition, at CLEC's request, for the Unbundled Local Switching element, SWBT will route local calls to CLEC designated facilities rather than to SWBT's common network.

5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility or facilities.) Provided that, for local calls over unbundled switching, CLEC may establish dedicated transport facilities (either unbundled or through an alternate vendor) between SWBT end offices to route local traffic to those end offices. For each end office, ("terminating end office") to which CLEC establishes such dedicated transport from a SWBT end office ("originating end office"), SWBT will selectively route local calls for the NXX code served by the terminating end office onto CLEC's dedicated transport to that end office. Local calls for all NXX codes other than those served by terminating end offices to which selective routing has been established will be transported and terminated over SWBT's common transport network. CLEC may request additional types of Customized Routing for local calls through the Special Request Process.

5.2.3.2 The establishment of customized routing in a SWBT end office will be subject to the rates and conditions specified on an individual case basis as reflected in Appendix Pricing UNE - Schedule of Prices labeled as "Customized Routing".

5.2.3.3 Pending Missouri Public Service Commission approval of the rates for customized routing, CLEC will pay for customized routing on an interim basis at SWBT's proposed rates subject to true-up. When the Commission orders final cost based rates, should those rates differ from the interim rates, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

5.2.4 **Customized Routing of CLEC Directory Assistance and Operator Services**

5.2.4.1 Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provided the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

5.2.4.2 SWBT intends to use AIN Customized Routing wherever it is available for use, if the customized routing so provided meets the requirements of the Act. Customized routing through AIN technology will be available by December 31, 1997, subject to the limitations described in 5.2.4.2.1 below. Unless the Parties agree to a different schedule, SWBT will fulfill orders for particular customized routing arrangements using AIN within 30 work days following receipt from CLEC of a completed customized routing end office order and acceptance of SWBT's price proposal developed on an individual case basis (ICB), consistent with Section 5.2.3.3 of this attachment, but in no event prior to the first work day of 1998. The customized routing end office order will detail the identity of the end office(s), the class(es) of call to be customized routed (i.e. operator services and directory assistance) and the trunk group(s) to which each class of call will be connected. SWBT will provide a price proposal no later than 10 days after receipt of the customized routing end office order.

5.2.4.2.1 Certain services (e.g. hotel/motel, coin services which require network provided coin signaling, ports using voice activated dialing in a 5ESS switch) cannot be customized routed through AIN technology and will require the use of line class codes for the provision of customized routing. Additionally, switches which are not SS7 compatible (i.e. DMS 10 switches) cannot customize route using AIN technology and will require the use of line class codes. SWBT will fulfill orders for particular customized routing arrangements using line class codes within 30 work days following receipt from CLEC of a completed customized routing line class code order and acceptance of SWBT's price proposal developed on an individual case basis (ICB) consistent with Section 5.2.3.3 of this attachment. The customized routing line class code order will detail the identity of the end office, the class of call to be customized routed (i.e. operator services or directory assistance), the trunk group(s) to which each class of call will be connected and such other information as is reasonably required to complete the order. SWBT will provide the price proposal not longer than 10 days after receipt of the customized routing order.

5.2.4.3 SWBT will make available to CLEC the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local, 0+ IntraLATA toll (prior to dual PIC), 0+HNPA-555-1212 (IntraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. Customized routing will not be used in a manner to circumvent the inter or IntraLATA PIC process directed by the FCC.

5.2.4.4 SWBT does not currently have the ability to translate 1+411 to another number or the ability to change signaling associated with the custom routed call type. At CLEC's request, SWBT will attempt to develop a suitable method of providing the necessary digit translation and signaling protocol conversion to allow conversion of 1+411 directory assistance calls to a 1+900+XXX+XXXX format in order to provide customized routing of directory assistance calls to a destination selected by CLEC. At the time of CLEC's request, SWBT and CLEC shall agree upon the technical description of the process to be designed, the necessary operational parameters, the necessary billing system parameters, an estimated time for the design of the process, and the estimated costs of designing the process. Upon the completion of the design phase of the project, an operational trial shall be conducted to determine the feasibility of implementation of the new system in the SWBT network. CLEC's obligation to pay for the development of the system shall not be conditioned upon the success of the development of a workable system. By insertion of this clause, SWBT does not agree that it has an obligation under the FTA96 to provide this service.

5.2.4.4.1 At CLEC's request, SWBT will provide functionality and features within its local switch to route CLEC customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling from SWBT's 1AESS and other switch types or as the parties otherwise agree, for direct-dialed calls, (e.g., 1+411, 0, and 0+Local, 1+Home/Foreign NPA-555-1212 sent paid).

5.2.4.5 SWBT will provide the functionality and features within its local switch to route CLEC dialed 0/0+ local and intraLATA calls (prior to dual PIC) to CLEC. (Designated trunks via operator services Modified Feature Group C signaling.)

5.2.4.6 After implementation of dual PIC, SWBT will route IntraLATA Toll calls (as defined by the exchange dialing plan (via the commission mandated dual PIC method (when implemented) when CLEC uses Local Switching elements or resold services. SWBT will route InterLATA calls (as defined by the exchange dialing plan (via the existing PIC process when CLEC uses Local Switching elements.

5.2.4.7 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

5.2.4.8 SWBT will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.2.4.9 Customized routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.

5.2.4.10 SWBT, no later than five (5) days after the date CLEC requests the same, will provide on a one time basis to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.

5.2.4.11 SWBT will provide access to Operator Services Busy Line Verification/ Emergency Interrupt (BLV/EI). Such access will be performed by the SWBT operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.

5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

5.2.6 SWBT will perform testing through the Local Switching element for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

5.2.7 SWBT will repair and restore any SWBT equipment or any other maintainable component that may adversely impact Local Switching.

5.2.8 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

5.2.9 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.

5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.

5.2.11 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SWBT adjuncts will be handled through the Special Request process.

5.2.12 SWBT will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.

5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS.

5.2.14 **Blocking/Screening**

5.2.14.1 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.

5.2.14.2 When AIN customized routing is not employed by CLEC (e.g., DMS-10 switches, end user service with voice activated dial served out of a 5ESS switch, coin services where SWBT's network rather than the telephone provides the signaling, hotel/motel services, and certain CENTREX-like services with features that are incompatible with AIN), SWBT will provide blocking/screening via special line class codes on a ICB basis.

5.2.15 **Directory Assistance Listings**

5.2.15.1 Where CLEC orders a switch port, SWBT will include CLEC's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the service order request or similar process.

5.3 **Switch Ports**

5.3.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port charge includes the charges for cross connect to the main distribution frame or DSX panel. SWBT will provide the following switch ports:

5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications including centrex-like applications. When CLEC orders a Loop/Switch for use in combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

5.3.1.2 Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.

5.3.1.2.1 The Missouri Commission ordered unbundling of the local switching element, but the interim rates approved by the Missouri Commission did not identify a rate for an Analog (DID) trunk port.

5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like capabilities. When CLEC orders a Loop/Switch for use in combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.

5.3.1.5 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

5.3.1.5.1 Input/Output (I/O) Port: A port arranged to provide signaling between a voice mail platform and the central office switch (i.e., SMDI Port or technically equivalent port which is equivalent to the switch port currently used to provide SWBT's tariffed NSII or SII service).

5.3.1.6 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".

5.3.1.7 CLEC may request additional port types from SWBT through the Special Request process.

## 6.0 Tandem Switching

6.1 Definition: Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

6.1.1 When CLEC uses Tandem Switching SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Tandem Switching". No port charge applies with Tandem Switching.

### 6.2 Technical Requirements

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different CLEC's (e.g., between an CLEC end office and the end office of another CLEC).

6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.

6.2.3 SWBT will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.

6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as

Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

6.2.5 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to CLEC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

**7.0 Operator Services and Directory Assistance**

7.1 Definition: Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which is described in detail below.

7.2 **Operator Service**

This section sets forth the terms and conditions under which SWBT agrees to provide operator services (Operator Services) for CLEC. When CLEC uses Operator Services, CLEC will pay the lowest existing intercompany compensation rate.

7.2.1 **Services** - SWBT will provide the following three tiers of Operator Services:

7.2.1.1 **Fully-Automated** - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.

7.2.1.2 **Semi-Automated** - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.

7.2.1.3 **Non-Automated** - Allows the caller to complete a call by receiving full assistance from an Operator.

7.2.2 **Call Types** - SWBT will provide to CLEC the following call types:

7.2.2.1 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

7.2.2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

7.2.2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

7.2.2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

7.2.2.2 **Semi-Automated Station-To-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

7.2.2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).

7.2.2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

7.2.2.3 **Semi-Automated Person-To-Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:

7.2.2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.

7.2.2.3.2 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

7.2.2.4 **Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or

semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

7.2.2.5 **Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

7.2.2.6 **Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering.

7.2.3 **Call Branding/Rate Reference**

7.2.3.0.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. CLEC will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

7.2.3.0.2 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. CLEC will pay the charge as reflected in Appendix Pricing UNE – Schedule of Prices labeled Rate Per Initial Load or Rate per Subsequent Rate change and/or Subsequent reference change subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket Number TO-97-40 or TO-98-115 (or a decision rendered the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC.) In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to

contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

7.2.3.1 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services (e.g., "bong" CLEC).

7.2.3.2 SWBT Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users. Rate/Reference information will be provided under the following terms and conditions:

7.2.3.2.1 CLEC will furnish the initial Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by SWBT.

7.2.3.2.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

7.2.3.2.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC.

7.2.4 **Other Operator Assistance Services**

7.2.4.1 **Line Status Verification** - A service in which the caller asks the Operator to determine the busy status of an access line.

7.2.4.2 **Busy Line Interrupt** - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.

7.2.4.3 **Handling of Emergency Calls To Operator** - To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SWBT the communities associated with CLEC's NXX(s).

7.2.4.4 **Calling Card** - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

7.2.5 **Responsibilities of SWBT**

7.2.5.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this section.

7.2.5.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

7.2.5.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

7.2.5.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

7.2.6 **Responsibilities of Both Parties**

7.2.6.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

7.2.6.2 SWBT will brand Directory Assistance and Operator Services in the name of CLEC starting March 1, 1997 and will complete implementation of this process in all SWBT Operator and Directory Assistance platforms by June 30, 1997. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

7.2.7 **Responsibilities of CLEC**

7.2.7.1 Except where provided through SWBT unbundled Network Elements purchased by CLEC, CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

7.2.7.2 CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when OS is to be undertaken, all end user records and information required by SWBT to provide OS.

7.2.7.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).

7.2.7.4 When CLEC desires to customize route Operator Services and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing is available. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where AIN-based customized routing is available in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the date CLEC designates SWBT as CLEC's provider of OS. CLEC may choose a longer term up to the end of the term of the Interconnection Agreement.

7.2.8 **Limitation Of Liability And Indemnification**

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.

7.3 **Directory Service**

This section sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance Services (DA Services) for CLEC. When CLEC uses Directory Assistance, CLEC will pay the lowest existing intercompany compensation rate.

7.3.1 **Services**

7.3.1.1 DA consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.

7.3.1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.

7.3.1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.

7.3.1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to CLEC under this Attachment.

7.3.2 **Definitions** - The following terms are defined as set forth below:

7.3.2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.

7.3.2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.

7.3.2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

7.3.2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

7.3.2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

7.3.3 **Call Branding/Rate Reference**

7.3.3.1 Call branding is the process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change. CLEC will pay the charge as reflected in Appendix Pricing UNE--Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Changes to Brand and/or rate per call subject to true-up based on a ruling by the Missouri Commission in the

Arbitration proceeding in Docket number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

7.3.3.1.1 Rate reference is the process by which an operator, either live or recorded, will quote CLEC's rates. When an CLEC caller requests a quotation of rates, CLEC will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for operator services and Directory Assistance. CLEC will pay the charge as reflected in Appendix Pricing UNE – Schedule of Prices labeled Rate Per Initial Load or Rate Per Subsequent Rate change and/or Subsequent reference change subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket Number TO-97-40 or TO-98-115 (or a decision rendered by the Missouri Commission by December 31, 1998 in a separate proceeding initiated by CLEC). In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms, and conditions included in the Interconnection Agreement between the parties.

7.3.3.2 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users. Rate information will be provided under the following terms and conditions:

7.3.3.2.1 CLEC will furnish the initial Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by SWBT.

7.3.3.2.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.

7.3.3.2.3 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC.

7.3.4 **Responsibilities of SWBT**

7.3.4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.

7.3.4.2 SWBT will provide and maintain its own equipment to furnish DA Services.

order, including the right to contest the process used in establishing the rates, terms and conditions between the parties.

3.6.4 A charge of $12.50 will apply if CLEC submits a nonmechanized service order and SWBT has a mechanized process in place for that order.

**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 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 a 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. 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 If as a result of the Cost proceedings the Parties learn that the costs for Time and Materials, NonProductive Dispatch and Maintenance of Service work are recovered in the recurring and/or nonrecurring charges for unbundled Network Elements, no further charges for Time and Materials, NonProductive Dispatch and Maintenance of Service will be made for those elements where such costs are already recovered, and SWBT will refund charges previously paid.

4.9 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.

4.10 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 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 Standard Interim Rate Structure for ULS

By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS

switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

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 0.3 times tandem switching per MOU plus 1 times common transport - termination per MOU plus 1 times common transport - facilities per MOU per mile, assuming 7 miles. The charge for each of these specific rate elements above is reflected in Appendix Pricing UNE - Schedule of Prices.

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

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 an 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. ULS-O usage and signaling charges will apply to CLEC in such event.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXCs, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls 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 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.

5.2.2.2.1.4 CLEC and SWBT will implement the preceding three sections according to the methods, procedures, and schedule developed to implement parallel provisions in Texas and/or Oklahoma.

5.2.2.3 Toll Free Calls

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.

5.2.3 CLEC and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. CLEC will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to CLEC and other LSPs will SWBT participate in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date CLEC first orders unbundled local switching from SWBT.

5.3 **Temporary ULS Rate Structure**

5.3.1 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

5.3.2 Intraswitch calls will be handled as described above in the Standard Interim Rate Structure.

5.3.3 For completed local calls originating from an CLEC ULS Port which terminate in an end office with an 11 digit CLLI different from the originating end office CLLI, CLEC will pay, in lieu of ULS - O, ULS - T, unbundled Common Transport, and unbundled Tandem Switching rates, a charge comprised of the following: two times ULS plus one Common Transport Termination Cost plus seven times the Common Transport Facility Cost rate plus .3 times Tandem Switching Rate. The application of this formula appears in the Appendix Pricing UNE - Schedule of Prices labeled "Local Switching - Temporary - Between Different Central Offices per Originating MOU.

5.3.4 No applicable end office switching (aka terminating compensation) will be charged for terminating the calls described in 5.3.3. While the temporary ULS

rate structure is in effect, CLEC will only be charged for calls described in 5.3.3 which are completed. While the temporary ULS rate structure is in effect, CLEC will not be charged ULS - T on any calls.

5.3.5 If, when CLEC originates a call to a facilities based LSP under the Temporary Interim Structure, the LSP will bill SWBT for terminating compensation.

**6.0** The following defines the zones found in the Appendix Pricing UNE - Schedule of Prices:.

| Rate Zone | Description |
|---|---|
| Zone 1 | The geographic area within each of the SWBT exchanges which are classified as Rate group D exchanges in SWBT's Local Exchange Tariff; (St. Louis and Kansas City Exchanges) |
| Zone 2 | The geographic area within each of the SWBT exchanges which are classified as Rate group B exchanges in SWBT's Local Exchange Tariff. |
| Zone 3 | The geographic area within each of the SWBT exchanges which are classified as Rate group A exchanges in SWBT's Local Exchange Tariff. |
| Zone 4 | The geographic area within each of the SWBT exchanges which are classified as Rate group C exchanges in SWBT's Local Exchange Tariff. (Springfield Exchanges) |

**7.0** **Applicability of Other Rates, Terms and Conditions**

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual

property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Network Interface Device (NID) | N/A | N/A | N/A | | $60.40 | $30.20 | |
| Disconnect Loop from inside wiring, per NID | | | | | | | |
| | | | | | | | |
| Unbundled Loops | | | | | | | |
| 2-Wire Analog (8dB Loop) | $12.71 | $20.71 | $33.29 | $18.23 | $26.07 | $11.09 | |
| Conditioning for dB Loss | $6.63 | $6.63 | $6.63 | $6.63 | $22.76 | $8.58 | |
| 4-Wire Analog | $19.79 | $35.35 | $61.16 | $30.08 | $28.77 | $11.09 | |
| 2-Wire Digital (ISDN-BRI Loop) | $25.79 | $42.10 | $58.44 | $41.44 | $57.77 | $30.22 | |
| 4-Wire Digital (DS1 Loop) | $101.18 | $106.06 | $107.89 | $101.39 | $136.63 | $53.94 | |
| 4 Wire digital (ISDN-PRI Loop) | $101.18 | $106.06 | $107.89 | $101.39 | $136.63 | $53.94 | |
| | | | | | | | |
| Loop Cross Connects without Testing | | | | | | | |
| MDF to Collocation | | | | | | | |
| 2 wire analog | $0.31 | $0.31 | $0.31 | $0.31 | $19.96 | $12.69 | |
| 4 wire analog | $0.63 | $0.63 | $0.63 | $0.63 | $25.38 | $17.73 | |
| 2 wire Digital ISDN-BRI | $0.31 | $0.31 | $0.31 | $0.31 | $19.96 | $12.69 | |
| 4 wire Digital DS1 | $0.00 | $0.00 | $0.00 | $0.00 | $34.48 | $28.57 | |
| | | | | | | | |
| MDF to Switch Port | | | | | | | |
| 2 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 4 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 2 wire Digital ISDN-BRI | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 4 Wire digital (DS1 or ISDN-PRI) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| | | | | | | | |
| MDF to DCS | | | | | | | |
| 2 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| 4 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| 2 wire Digital ISDN-BRI | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| 4 Wire digital (DS1 or ISDN-PRI) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| | | | | | | | |
| Loop Cross Connects with Testing | | | | | | | |
| MDF to Collocation | | | | | | | |
| 2 wire analog | $1.89 | $1.89 | $1.89 | $1.89 | $35.83 | $29.44 | |
| 4 wire analog | $3.77 | $3.77 | $3.77 | $3.77 | $41.63 | $35.73 | |
| 2 wire Digital ISDN-BRI | $1.89 | $1.89 | $1.89 | $1.89 | $35.83 | $29.44 | |
| 4 wire Digital DS 1 | $9.00 | $9.00 | $9.00 | $9.00 | $60.04 | $41.06 | |
| | | | | | | | |
| MDF to Multiplexer/Interoffice | | | | | | | |
| 2 wire analog | $4.03 | $4.03 | $4.03 | $4.03 | $52.24 | $45.85 | |
| 4 wire analog | $5.19 | $5.19 | $5.19 | $5.19 | $60.47 | $54.57 | |
| 2 wire Digital ISDN-BRI | $6.31 | $6.31 | $6.31 | $6.31 | $52.24 | $45.85 | |
| 4 Wire digital (DS1 or ISDN-PRI) | ICB | ICB | ICB | ICB | ICB | ICB | * |
| | | | | | | | |
| MDF to Switch Port | | | | | | | |
| 2 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 4 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 2 wire Digital ISDN-BRI | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| 4 Wire digital (DS1 or ISDN-PRI) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| | | | | | | | |
| MDF to DCS | | | | | | | |
| 2 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| 4 wire analog | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| 2 wire Digital ISDN-BRI | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| 4 Wire digital (DS1 or ISDN-PRI) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | * |
| | | | | | | | |
| Subloop Unbundling | | | | | | | |
| | | | | | | | |
| 8dB Feeder | $5.56 | $7.27 | $10.10 | $7.01 | ICB | ICB | |
| BRI Feeder | $20.93 | $31.28 | $39.33 | $32.58 | ICB | ICB | |
| DS1 Feeder | $67.80 | $67.56 | $70.99 | $67.68 | ICB | ICB | |
| 8dB Distribution | $6.98 | $13.35 | $23.34 | $11.05 | ICB | ICB | |
| BRI Distribution | $9.92 | $16.29 | $26.26 | $14.00 | ICB | ICB | |
| DS1 Distribution | $4.97 | $10.48 | $21.80 | $8.60 | ICB | ICB | |
| | | | | | | | |
| Subloop Cross-Connect | | | | | | | |
| 2 Wire | $0.00 | $0.00 | $0.00 | $0.00 | $61.55 | $51.95 | * |
| 4 Wire | $0.00 | $0.00 | $0.00 | $0.00 | $74.00 | $62.55 | * |
| | | | | | | | |
| Customized Routing | ICB | ICB | ICB | ICB | ICB | ICB | |
| | | | | | | | |
| Blocking/Screening (when LCC Customized Routine is used) | ICB | ICB | ICB | ICB | ICB | ICB | |
| | | | | | | | |
| | | | | | | | |
| Local Switching | | | | | | | |
| Port Charge Per Month | | | | | | | |
| Analog Line Port | $1.74 | $1.97 | $2.47 | $2.25 | $39.37 | $35.27 | |
| ISDN-BRI Port | $5.56 | $5.56 | $5.56 | $5.56 | $8.47 | $3.53 | |
| Analog DID Trunk | $13.55 | | | | $64.00 | | |
| Analog DID Trunk | | $14.45 | | | $69.47 | | |
| Analog DID Trunk | | | $10.60 | | $59.76 | | |
| Analog DID Trunk | | | | $15.12 | $62.01 | | |
| ISDN-PRI Trunk Port | $165.85 | $165.85 | $165.85 | $165.85 | $214.53 | $98.53 | |
| DS1 Trunk Port | $132.14 | | | | $162.38 | $24.76 | |
| DS1 Trunk Port | | $126.71 | | | $162.44 | $24.83 | |
| DS1 Trunk Port | | | $58.04 | | $160.47 | $22.86 | |
| DS1 Trunk Port | | | | $140.35 | $164.98 | $27.36 | |
| | | | | | | | |
| Usage - per Minute of Use | | | | | | | |
| Local Switching | | | | | | | |
| Temporary (see Appendix Pricing | | | | | | | |
| UNE, Section 5.3) | | | | | | | |
| Within the Same Central Office | | | | | | | |
| Per Originating MOU | $0.001988 | $0.002391 | $0.003444 | $0.002934 | N/A | N/A | |
| | | | | | | | |
| Between Different Central Offices | | | | | | | |
| Per Originating MOU | $0.004633 | $0.005569 | $0.007748 | $0.006490 | N/A | N/A | |
| | | | | | | | |
| Standard (see Appendix Pricing | | | | | | | |
| UNE, Section 5.2) | | | | | | | |
| Per Originating or Terminating MOU | $0.001988 | $0.002391 | $0.003444 | $0.002934 | N/A | N/A | |
| | | | | | | | |
| Nonrecurring Charge for Unbundled Switch Port - | | | | | | | |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Vertical Features | | | | | | | |
| | | | | | | | |
| Analog Line Port Features (per feature per port) | | | | | | | |
| Call Waiting | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Variable | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Busy Line | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Don't Answer | None | None | None | None | $0.00 | N/A | # |
| Three-Way Calling | None | None | None | None | $0.00 | N/A | # |
| Speed Calling - 8 | None | None | None | None | $0.00 | N/A | # |
| Speed Calling - 30 | None | None | None | None | $0.00 | N/A | # |
| Auto Callback/Auton Redial | None | None | None | None | $0.00 | N/A | # |
| Distinctive Ring/Priority Call | None | None | None | None | $0.00 | N/A | # |
| Selective Call Rejection/Call Blocker | None | None | None | None | $0.00 | N/A | # |
| Auto Recall/Call Return | None | None | None | None | $0.00 | N/A | # |
| Selective Call Forwarding | None | None | None | None | $0.00 | N/A | # |
| Calling Number Delivery | None | None | None | None | $0.00 | N/A | # |
| Calling Name Delivery | None | None | None | None | $0.00 | N/A | # |
| Calling Number/Name Blocking | None | None | None | None | N/A | N/A | # |
| Anonymous Call Rejection | None | None | None | None | N/A | N/A | # |
| | | | | | | | |
| Analog Line Port Feature (per arrangement per port) | | | | | | | |
| Personalized Ring | None | None | None | None | $0.00 | N/A | # |
| Hunting Arrangement | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| Analog Line Port Features (per successful occurrence per port) | | | | | | | |
| Call Trace (per feature per port) | None | None | None | None | $0.00 | N/A | # |
| Call Trace (per successful occurrence per port) | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| ISDN BRI port Features (per feature per B Channel) | | | | | | | |
| CSV/CSD per B Channel (required/provided) | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| Basic Electronic Key Terminal Service (EKTS) | None | None | None | None | $0.00 | N/A | # |
| Basic EKTS provides: | | | | | | | |
| Bridged Call Exclusion | | | | | | | |
| Bridging | | | | | | | |
| Call Forwarding Don't Answer | | | | | | | |
| Call Forwarding Interface Busy | | | | | | | |
| Call Forwarding Variable | | | | | | | |
| Message Waiting Indicator | | | | | | | |
| Speed Call (Long) | | | | | | | |
| Speed Call (Short) | | | | | | | |
| Three-way Conference Call | | | | | | | |
| | | | | | | | |
| Call Appearance Call Handling (CACH) EKTS | None | None | None | None | $0.00 | N/A | # |
| CACH EKTS Includes: | | | | | | | |
| Additional Call Offering (inherent) | | | | | | | |
| Bridged Call Exclusion | | | | | | | |
| Bridging | | | | | | | |
| Call Forwarding Don't Answer | | | | | | | |
| Call Forwarding Interface Busy | | | | | | | |
| Call Forwarding Variable | | | | | | | |
| Intercom | | | | | | | |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Key System Coverage for Analog Lines | | | | | | | |
| Message Waiting Indicator | | | | | | | |
| Speed Call (Long) | | | | | | | |
| Speed Call (Short) | | | | | | | |
| Three-way Conference Calling | | | | | | | |
| | | | | | | | |
| **Basic Individual Features** | | | | | | | |
| Additional Call Offering | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Don't Answer | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Interface Busy | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Variable | None | None | None | None | $0.00 | N/A | # |
| Call Number Delivery | None | None | None | None | $0.00 | N/A | # |
| Hunt Group for CSD | None | None | None | None | $0.00 | N/A | # |
| Hunt Group for CSV | None | None | None | None | $0.00 | N/A | # |
| Message Waiting Indicator | None | None | None | None | $0.00 | N/A | # |
| Secondary Only Telephone Number | None | None | None | None | $0.00 | N/A | # |
| Three Way Conference Calling | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| **ISDN PRI Port Features** | | | | | | | |
| CSV/CSD per B Channel (required/provided) | None | None | None | None | $0.00 | N/A | # |
| Backup D Channel (per PRI) | None | None | None | None | $0.00 | N/A | # |
| Calling Number Deliver (per PRI) | None | None | None | None | $0.00 | N/A | # |
| Dynamic Channel Allocation (per PRI) | None | None | None | None | $0.00 | N/A | # |
| DID #s - see Analog Trunk Port Features | | | | | See Analog DID Trunk Port Features | | |
| | | | | | | | |
| **Analog Trunk Port Features (per feature per port)** | | | | | | | |
| DID #s - Initial 100#s | None | None | None | None | $0.00 | N/A | # |
| Initial 10#s | None | None | None | None | $0.00 | N/A | # |
| Subsequent Add or Remove 100#s | None | None | None | None | $0.00 | N/A | # |
| Subsequent Add or Remove 10#s | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| DS1 Digital Trunk Port Features (per feature per port) | | | | | | | |
| DID #s - see Analog DID Trunk Port Features | | | | | See Analog DID Trunk Port Features | | |
| | | | | | | | |
| DS1 Digital Trunk Port Features | | | | | | | |
| DID #s - see Analog DID Trunk Port Features | | | | | See Analog Trunk Port Features | | |
| | | | | | | | |
| **Analog Line Port (ALP) Features for Unbundled Centrex** | | | | | | | |
| Standard Feature Initialization per Analog Line Port | None | None | None | None | $0.00 | N/A | # |
| Individual Features (per feature per port): | | | | | | | |
| Automatic Callback Calling/Business Group Callback | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Variable/Busines Group Call Forwarding Variable | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Busy Line | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Don't Answer | None | None | None | None | $0.00 | N/A | # |
| Call Hold | None | None | None | None | $0.00 | N/A | # |
| Call Pickup | None | None | None | None | $0.00 | N/A | # |
| Call Transfer - All Calls | None | None | None | None | $0.00 | N/A | # |
| Call Waiting - Intragroup/Business Group Call Waiting | None | None | None | None | $0.00 | N/A | # |
| Call Waiting - Originating | None | None | None | None | $0.00 | N/A | # |
| Call Waiting - Terminating | None | None | None | None | $0.00 | N/A | # |
| Class of Service Restriction - Fully Restricted | None | None | None | None | $0.00 | N/A | # |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Class of Service Restriction - Semi Restricted | None | None | None | None | $0.00 | N/A | # |
| Class of Service Restriction - Toll Restricted | None | None | None | None | $0.00 | N/A | # |
| Consultation Hold | None | None | None | None | $0.00 | N/A | # |
| Dial Call Waiting | None | None | None | None | $0.00 | N/A | # |
| Directed Call Pickup - Non Barge In | None | None | None | None | $0.00 | N/A | # |
| Directed Call Pickup - With Barge In | None | None | None | None | $0.00 | N/A | # |
| Distinctive Ringing and Call Waiting Tone | None | None | None | None | $0.00 | N/A | # |
| Hunting Arrangement - Basic | None | None | None | None | $0.00 | N/A | # |
| Hunting Arrangement - Circular | None | None | None | None | $0.00 | N/A | # |
| Speed Calling Personal (short list) | None | None | None | None | $0.00 | N/A | # |
| Three Way Calling | None | None | None | None | $0.00 | N/A | # |
| Voice/Data Protection | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| **ISDN BRI Port Features for Unbundled Centrex** | | | | | | | |
| Network Transport Option(s) - Required | | | | | | | |
| Circuit Switched Voice (CSV) Circuit Switched Data (CSD) | | | | | | | |
| per B Channel | None | None | None | None | $0.00 | N/A | # |
| Standard feature initialization per ISDN BRI Device | None | None | None | None | $0.00 | N/A | # |
| Individual features (per feature per B Channel) | None | None | None | None | $0.00 | N/A | # |
| Additional Call Offering for CSV | None | None | None | None | $0.00 | N/A | # |
| Automatic Callback Calling | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Busy Line | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Don't Answer | None | None | None | None | $0.00 | N/A | # |
| Call Forwarding Variable | None | None | None | None | $0.00 | N/A | # |
| Call Hold | None | None | None | None | $0.00 | N/A | # |
| Call Pickup | None | None | None | None | $0.00 | N/A | # |
| Call Transfer - All Calls | None | None | None | None | $0.00 | N/A | # |
| Class of Service Restriction - Fully Restricted | None | None | None | None | $0.00 | N/A | # |
| Class of Service Restriction - Semi Restricted | None | None | None | None | $0.00 | N/A | # |
| Class of Service Restriction - Toll Restricted | None | None | None | None | $0.00 | N/A | # |
| Consultation Hold | None | None | None | None | $0.00 | N/A | # |
| Dial Call Waiting | None | None | None | None | $0.00 | N/A | # |
| Directed Call Pickup - Non Barge In | None | None | None | None | $0.00 | N/A | # |
| Directed Call Pickup - With Barge In | None | None | None | None | $0.00 | N/A | # |
| Distinctive Ringing | None | None | None | None | $0.00 | N/A | # |
| Hunting Arrangement - Basic | None | None | None | None | $0.00 | N/A | # |
| Hunting Arrangement - Circular | None | None | None | None | $0.00 | N/A | # |
| Speed Calling Personal (short list) | None | None | None | None | $0.00 | N/A | # |
| Three Way Calling | None | None | None | None | $0.00 | N/A | # |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Centrex-like System Charges** | | | | | | | |
| Centrex-like System Options | | | | | | | |
| System Initial Establishment per Serving Office - Analog Only | | | | | $0.00 | $0.00 | * |
| System Initial Establishment per Serving Office - Analog/ISDN BRI mix | | | | | $0.00 | $0.00 | * |
| System Initial Establishment per Serving Office - ISDN BRI Only | | | | | $0.00 | $0.00 | * |
| System Subsequent Change per Serving Office - Analog only system | | | | | $0.00 | $0.00 | * |
| System Subsequent Change per Serving Office - Analog/ISDN BRI | | | | | $0.00 | $0.00 | * |
| mixed system | | | | | | | |
| System Subsequent Change per Serving Office - ISDN BRI only system | | | | | $0.00 | $0.00 | * |
| existing ISDN BRI only system | | | | | | | |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| System Subsequent Conversion per Serving Office - Add Analog to | | | | | $0.00 | $0.00 | * |
| to existing ISDN BRI only system | | | | | | | |
| System Subsequent Conversion per Serving Office - Add ISDN BRI to | | | | | $0.00 | $0.00 | * |
| existing Analog only system | | | | | | | |
| | | | | | | | |
| Tandem Switching per minute of use | $0.001510 | $0.001510 | $0.001510 | $0.001510 | N/A | N/A | |
| | | | | | | | |
| Unbundled Common Transport | | | | | InterZone | | |
| Common Transport facility min/mile | $0.000002 | $0.000007 | $0.000015 | $0.000001 | $0.000003 | N/A | |
| Termination per minute of use | $0.000190 | $0.000285 | $0.000302 | $0.000162 | $0.000332 | N/A | |
| | | | | | | | |
| Dedicated Transport | | | | | | | |
| Entrance Facility* | | | | | | | |
| DS1 | 162.30 | 162.30 | 162.30 | 162.30 | 628.00 | 456.00 | * |
| DS3 | 1884.49 | 1884.49 | 1884.49 | 1884.49 | 637.00 | 496.00 | * |
| OC3 | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC12 | ICB | ICB | ICB | ICB | ICB | ICB | * |
| *When CLEC orders Unbundled Dedicated Transport between an CLEC | | | | | | | |
| office and a SWBT office, and the facilities used between those offices | | | | | | | |
| are of a higher TELRIC cost than facilities between two SWBT offices, | | | | | | | |
| CLEC will pay TELRIC cost-based entrance facility rates. | | | | | | | |
| | | | | | | | |
| Interoffice Transport | | | | | | | |
| DS 1 Dedicated Transport I/O First Mile | $57.49 | $86.96 | $92.07 | $48.70 | $184.84 | $118.14 | $100.36 |
| DS 1 Dedicated Transport I/O Additional Mile | $0.62 | $1.87 | $1.60 | $0.19 | $184.84 | $118.14 | $0.97 |
| DS 3 Dedicated Transport I/O First Mile | $925.21 | $1,824.14 | $2,052.06 | $789.13 | $203.10 | $135.06 | $2,361.66 |
| DS 3 Dedicated Transport I/O Additional Mile | $15.64 | $56.45 | $97.60 | $17.32 | $203.10 | $135.06 | $25.87 |
| OC3 Dedicated Transport I/O First Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC 3 Dedicated Transport I/O Additional Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC12 Dedicated Transport I/O First Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC 12 Dedicated Transport I/O Additional Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC 48 Dedicated Transport I/O First Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC 48 Dedicated Transport I/O Additional Mile | ICB | ICB | ICB | ICB | ICB | ICB | * |
| | | | | | | | |
| Dedicated Transport Cross Connect | | | | | | | |
| DS1 | $12.00 | $12.00 | $12.00 | $12.00 | $99.00 | $95.00 | * |
| DS 3 | $30.08 | $30.08 | $30.08 | $30.08 | $54.98 | $42.90 | |
| OC3 | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC12 | ICB | ICB | ICB | ICB | ICB | ICB | * |
| OC48 | ICB | ICB | ICB | ICB | ICB | ICB | * |
| | | | | | | | |
| DCS | | | | | | | |
| DCS Port Charge - DS0 | $12.00 | $12.00 | $12.00 | $12.00 | $20.00 | | * |
| DCS Port Charge - DS1 | $45.14 | $45.14 | $45.14 | $45.14 | $43.00 | | * |
| DCS Port Charge - DS3 | $490.05 | $490.05 | $490.05 | $490.05 | $32.00 | | * |
| DCS Establish | $1,772.00 | $1,772.00 | | | $1,772.00 | | * |
| Dataase Modification | $80.00 | $80.00 | | | $80.00 | | * |
| Reconfiguration | $1.25 | $1.25 | | | $1.25 | | * |
| | | | | | | | |
| Multiplexing | | | | | | | |
| VG - DS1 | $180.00 | $180.00 | $180.00 | $180.00 | $260.00 | $161.00 | * |
| DS1 - DS3 | $815.00 | $815.00 | $815.00 | $815.00 | $1,372.00 | $813.00 | * |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| **SS7 Links - Cross Connect** | | | | | | | |
| STP to Collocation Cage - DS0 | $74.20 | $74.20 | $74.20 | $74.20 | $299.80 | $202.45 | * |
| STP to Collocation Cage - DS1 | $53.65 | $53.65 | $53.65 | $53.65 | $259.00 | $174.45 | * |
| STP to SWBT MDF - DS0 | $74.20 | $74.20 | $74.20 | $74.20 | $299.80 | $202.45 | * |
| STP to SWBT DSX Frame - DS1 | $53.65 | $53.65 | $53.65 | $53.65 | $259.00 | $174.45 | * |
| **Signaling and Call Related Databases** | | | | | | | |
| STP Access Connection - 1.544 Mbps | | See Dedicated Transport | | | | | |
| | | Entrance Facility - DS1 | | | | | |
| | | Interoffice Transport - DS1 | | | | | |
| | | Cross Connect - DS1 | | | | | |
| SS7 Port* | $480.61 | | | | $217.14* | N/A | |
| SS7 Transport | | | | | | | |
| Per Octet | $0.0000007 | | | | N/A | N/A | |
| Per Call | $0.0001190 | | | | N/A | N/A | |
| Toll Free Calling Database Query | | | | | | | |
| Simple | $0.000254 | | | | N/A | N/A | |
| Complex (includes Simple rate plus Call Destination and Handling) | $0.000288 | | | | N/A | N/A | |
| Calling Name Delivery Query | $0.000204 | | | | N/A | N/A | |
| Line Information Database Query | $0.000349 | ***Need to add 5-state average**** | | | N/A | | |
| Query Transport | $0.000100 | | | | N/A | | |
| LVAS | $0.000000 | | | | N/A | | |
| *Includes NRC for STP port termination, signaling point code, and global title translation | | | | | | | |
| **Directory Assistance *** | | | | | | | |
| Directory Assistance | $0.4010 per call | | | | | | |
| Directory Assistance Call Completion (DACC) | $0.2400 per call | | | | | | |
| *The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507. | | | | | | | |
| **Operator Services*** | | | | | | | |
| Local /IntraLATA Operator Assistance (fully automated) | $0.173 | | | | | | |
| Operator Work Seconds | $0.020 | | | | | | |
| *The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507. | | | | | | | |
| **Access to Directory Assistance Database, Attachment 6, 9.8.1** | | | | | | | |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Database Service | | ICB | | | | | * |
| Direct Access, per search | | ICB | | | | | * |
| Service Establishment | | ICB | | | | | * |
| | | | | | | | |
| | | | | | | | |
| Call Branding (DA/OS)* | | | | | | | |
| Rate per branded call** | | $0.02 | | | | | |
| Rate per initial load | | $2,325.00 | per TOPS switch, per brand | | | | |
| Rate per subsequent changes to brand | | $2,325.00 | per TOPS switch, per brand | | | | |
| ** Rates,not applicable when SWBT OS/DA services are provided if CLEC is facilities based with its own NXX and calls are sent to SWBT's OS/DA platform via a dedicated trunk group. | | | | | | | |
| *Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission | | | | | | | |
| by December 31, 1998 in a proceeding initiated by AT&T. | | | | | | | |
| | | | | | | | |
| Service Rate Information (DA/OS)* | | | | | | | |
| Rate per initial load | | $0.00 | | | | | * |
| Rate per subsequent rate change | | $0.00 | | | | | * |
| Rate per subsequent reference change | | $0.00 | | | | | * |
| *Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission | | | | | | | |
| by December 31, 1998 in a proceeding initiated by AT&T. | | | | | | | |
| | | | | | | | |
| Operations Support Systems (OSS) | | | | | | | |
| System Access | | $3,345.00 | | | | | |
| | | | | | | | |
| Remote Access Facility | | | | | | | |
| Direct Connection | | $1,580.00 | | | | | |
| Dial-up Connection | | $316.00 | | | | | |
| | | | | | | | |
| Service Order Charges - Unbundled Element | | | | | | | |
| CLEC Simple Conversion Charge | | | | | 5.00 **(Note 1) | | |
| New Service | | | | | $0.00 | | * |
| Change | | | | | $0.00 | | * |
| Record | | | | | $0.00 | | * |
| Disconnect | | | | | $0.00 | | * |
| Suspend/Restore | | | | | $0.00 | | * |
| Expedited | | | | | $0.00 | | * |
| Manual Service Charge (See 3.6.4 of Appendix Pricing UNE) | | | | | $0.00 | | * |
| PIC Change Charge | | | | | $0.00 | | * |
| | | | | | | | |
| **Note 1 - No other nonrecurring charges apply under a CLEC Simple conversion | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Dark Fiber | | | | | | | |
| Fiber Termination | $4.50 | $4.50 | $4.50 | $4.50 | $42.52 | $28.41 | |
| | | | | | | | |
| Fiber, per strand, per foot | $0.002085 | $0.003156 | $0.004752 | $0.002085 | | | |
| | | | | | | | |
| Dark Fiber Cross-Connect | $47.00 | | | | $100.00 | $70.00 | * |
| | | | | | | | |
| Dark Fiber Records Research | | | | | | | |
| Subloop feeder | | | | | $755.45 | $102.50 | * |

| | Monthly Rates | | | | Nonrecurring Charge | | |
|---|---|---|---|---|---|---|---|
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Initial | Add'l | Interim Subject to True-up |
| Interoffice | | | | | $227.40 | $44.60 | |
| | | | | | | | |
| Maintenance of Service Charges | | | | | | | |
| | | Initial | Add'l | | | | |
| Basic Time | | $30.93 | $21.32 | per 1/2 hr. or fraction thereof | | | |
| Overtime | | $36.35 | $26.73 | per 1/2 hr. or fraction thereof | | | |
| Premium Time | | $41.77 | $32.15 | per 1/2 hr. or fraction thereof | | | |
| | | | | | | | |
| Time and Materials Charges | | | | | | | |
| | | | | | | | |
| Basic Time | | $30.93 | $21.32 | per 1/2 hr. or fraction thereof | | | |
| Overtime | | $36.35 | $26.73 | per 1/2 hr. or fraction thereof | | | |
| Premium Time | | $41.77 | $32.15 | per 1/2 hr. or fraction thereof | | | |
| | | | | | | | |
| NonProductive Dispatch Charges | | | | | | | |
| | | | | | | | |
| Basic Time | | $30.93 | $21.32 | per 1/2 hr. or fraction thereof | | | |
| Overtime | | $36.35 | $26.73 | per 1/2 hr. or fraction thereof | | | |
| Premium Time | | $41.77 | $32.15 | per 1/2 hr. or fraction thereof | | | |

# 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 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. CLEC must specify when placing an order, in what order the unbundled Network components are to be connected, consistent with the industry standards referenced in paragraph 3.3 of this Attachment. SWBT will make available to CLEC the information reasonably required for such specifications. The Parties will cooperate to implement this section until industry standards are developed.

1.3 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.

1.4 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.

1.5 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 . Network Elements will be ordered as either Common Use or Customer Specific as follows:

1.5.1 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, Operator Services and DA, and Operations Support Systems. Common-Use Unbundled Network Elements will be ordered in a manner that is consistent with the OBF Access Service Request Process; in addition customized routing will be ordered in the same manner. 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.

1.5.2 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.

1.6 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.

## 2.0 Pre-Order Interface

2.1 SWBT and CLEC agree to work together to implement 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, Paragraph 1.4. The dispatch requirement and due date functionality (this due date functionality is specific to unbundled elements ordered in combination) will be provided not later than 90 days following the effective date of the revised Interconnection Agreement.

## 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.

3.2 CLEC and SWBT agree to implement the Electronic Gateway 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, and Customer Service Record Information (CSR) in English. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning of the following elements: unbundled Local Loop, unbundled Local Loop with Interim Number Portability, Interim Number Portability, and unbundled Switch Ports. For these elements the order activity types supported include new connect, change, disconnect, inside move, outside move, records change, and conversion with change. Both Electronic Gateway Interface for pre-order and EDI for ordering and provisioning for the above listed elements will be available.

3.2.1 SWBT will make LEX available to CLEC. The following order types may be processed via LEX: New Connect; Records, Change; (Features, Listings, interLATA and intraLATA (when available), Long Distance PICs); Conversion (resale or using unbundled network elements as specified); Outside move (e.g., From and To for a change of premises); Disconnect.

3.3 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 180 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.

3.4 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 Local Operations Center (LOC) 24 hrs/day, 7 days a week.

3.4.1 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 5:00 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.

3.5 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 Section 2.1 above and Section 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 AM to 5:30 PM, 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 PM to 8:00 PM, Monday through Friday, and from 8:00 AM through 8:00 PM on Saturday.

3.6 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.

3.7 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.

3.8 SWBT will provide the following to CLEC upon request:

3.8.1 Design Layout Record Card for designed unbundled Network Elements;

3.8.2 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.

3.8.3 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.

3.8.4 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. SWBT will also identify the switch manufacturer and currently loaded generic program level. 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 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.

3.10 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.

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

3.12 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 orders, 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.

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; and

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 Ordering Requirements

5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched 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 Suspend/Restore".

5.2 Intentionally left blank

5.2.1 Intentionally left blank

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.

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

5.9 On a conversion as specified order, SWBT will not require CLEC to provide data that already exists in SWBT's database. (This does not include LIDB database.) CLEC is willing to enumerate the elements to SWBT. However, SWBT will not move or delete the CLEC's customer information in its databases unless asked to by CLEC. If CLEC wishes to change information in SWBT's database, CLEC will provide the complete information to SWBT using the service order process.

5.10 When ordering elements, including either Customer-Specific Combinations or Common-Use Combinations, CLEC may complete the order and specify the functionality of that Combination using national standards for ordering and provisioning, i.e., it will be necessary and sufficient for CLEC to complete all fields on the LSR that the OBF has designated as required (or as conditional, if the condition is satisfied), unless both parties agree otherwise.

5.10.1 Combinations will be identified and described by CLEC so that they can be ordered and provisioned together. All elements and functionalities will be enumerated using OBF defined fields (e.g., Pulse, Sgnl (signaling), TBE (Toll Billing Indicator, Feature, Feature Detail) and industry standard formats. CLEC is willing to provide SWBT information that cannot be provided using standard OBF fields and values in a mutually agreed to manner. However, CLEC will use the OBF defined fields as well as the values for those fields to identify the functionalities of the elements ordered.

## 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) within 24 hours of SWBT's receipt of that 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.

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 and 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.

6.5 SWBT maintains that all UNEs sold to CLEC meet the specifications contained in SWBT's technical publications. If upon testing CLEC determines that the UNE does not meet the specifications contained in SWBT's technical publications, upon receipt of a trouble report, SWBT will repair or replace the UNE to meet the specifications contained in SWBT's technical publications at its own expense. CLEC may charge SWBT for pre-service testing expenses only if the inspection reflects that SWBT is in substantial noncompliance with the specifications contained in SWBT's technical publications.

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 SWBT and CLEC agree to identify a mutually acceptable date for implementation of the 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 later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. 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 manual basis, until the 855 transaction is available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, CLEC may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

6.8 When a SWBT employee visits the premises of an CLEC customer in respect to installation, maintenance and repair services, the SWBT employee will 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) will 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.

6.9 SWBT technicians will refer CLEC local customers to CLEC, if an CLEC local customer requests a change to the service order dispatched 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 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 Performance Requirements

7.1 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 applicable 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.

7.2 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.

7.3 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.

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

7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time - 30 days; ( c) percent no access (a, b, and c will be measured and reported on a monthly basis by SWBT for both CLEC customers and SWBT customers); and (d) LOC response time. SWBT will provide the same level of service to CLEC customers as it provides to its own customers.

7.6 When new processes and electronic interfaces are implemented between CLEC and SWBT, SWBT and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

## 8.0 Intervals For Order Completion for UNE and Other Items

8.1 SWBT will provide the provisioning intervals as outlined in Attachment 17 of this Agreement.

## 9.0 Operational Readiness Test (ORT) for Ordering/Provisioning

9.1 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 April, 1997.

## 10.0 Pricing

10.1 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)".

## 11.0 Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# 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, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

2.2 SWBT will provide the maintenance measurements as outlined in Attachment 17 of this Agreement.

2.3 When scheduled maintenance is required on a network element dedicated to CLEC, SWBT will work with CLEC to schedule such maintenance. SWBT will make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

## 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.

3.2 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 3, Draft 1, dated January 13, 1997, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is tentatively scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If CLEC fails to begin testing by April, 1997, 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).

3.3.1 SWBT agrees to notify CLEC of upgrades to existing test systems associated with UNEs and the deployment of new test systems within SWBT and to negotiate terms, conditions and prices with CLEC to allow CLEC to use such systems through a controlled interface when possible.

3.3.2 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.

3.3.3 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.

3.3.4 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.

3.4 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.

## 5.0 Intercompany Communications

5.1 The SWBT Network Management Service Center ("NMSC") will utilize the CLEC Network Management Center ("NMC") as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting an CLEC customer. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC 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

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

6.1 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;

6.2 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;

6.3 the SWBT NMSC will notify CLEC's Denver NMC of all activities involving central office and interoffice networks.

6.4 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 scheduled maintenance is required on a network element dedicated to CLEC, SWBT will work with CLEC to schedule such maintenance. SWBT will make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

6.5 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;

6.6 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;

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

6.8 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

6.9 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

SWBT agrees to the following:

8.1 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 once the LOC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LOC.

8.2 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 LSPC) twenty-four (24) hours per day, seven (7) days per week.

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 SWBT and CLEC LOCAL Service division Joint Implementation Agreement, Version 1.0 signed by both parties on 9/4/97.

8.3 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.

8.4 CLEC will utilize the Toolbar or the EBI to obtain the status of open and closed trouble reports.

8.5 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LSPC 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).

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

8.7 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 -<br>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);<br><br>b) percent missed commitments for nondesigned services; |
| c) average outage duration time: nondesigned — receipt to clear;<br>designed — mean time to repair; |
| d) percent right the first time (repeat reports): nondesigned — 10 days;<br>designed — 30 days; |
| e) percent report rate nondesigned -<br>Note: Comparison will be applicable only after CLEC s customer base equals or exceeds 300,000 lines; |
| f) percent no access - nondesigned. |

The above performance measurements will be measured and reported to CLEC on a monthly basis by SWBT for both CLEC customers and SWBT customers. If the quality of service provided to CLEC customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, CLEC may request a service improvement meeting with SWBT.

8.8 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 an "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