ATTACHMENT 25: xDSL[1]

1.0 INTRODUCTION[2]

1.1 SBC MISSOURI agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and xDSL Subloop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. § 51.319(a)(l)(i), (iii) and (iv) and (b)(l), as such rules may be modified from time to time, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.

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

2.0 DEFINITIONS

Except as may otherwise be noted in an Appendix to this Attachment, the following definitions apply to this Attachment and its Appendices:

2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.

2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop.

2.1.2 For purposes of this Attachment and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop"is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC MISSOURI'S outside plant and the demarcation point at an end-user customer premise, that may be conditioned at CLEC's request in order for CLEC to provide xDSL-based services over such Subloop. Subloops are also as more specifically addressed in the subloop provisions applicable to this Agreement. A point of technically feasible access is any point in SBC MISSOURI'S outside plant where a technician can access the copper wire within a cable without removing a splice case

[1] This Attachment and its Appendices are being submitted on behalf of the CLEC Coalition. Birch Telecom of MISSOURI, Inc. and Ionex Communications, Inc. are submitting a separate set of DSL documents.

[2] The inclusion of the provisions above with asterisks in this Attachment xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Attachment xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Attachment xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

as more fully defined in Attachment UNE-Appendix Subloop. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Attachment UNE--Appendix Subloop and Attachment Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Appendix Subloop shall control).

2. 2 The term "conditioning" as used herein shall refer to the removal by SBC MISSOURI of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by CLEC at the conditioning rates set forth in the Pricing Schedule to this Agreement ("Pricing Schedule") and Appendix RABT-MMP, and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

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

2.4 Intentionally left blank

2.5 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.6 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.

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

2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.8 of this Attachment. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement.

2.9 *****"Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachement UNE—Appendix Subloop).

2.10 *****"Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachement UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.11 *****"Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between SBC MISSOURI'S Technician, its Local Operations Center ("LOC"), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

2.12 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop between the SBC MISSOURI Main Distribution Frame ("MDF") and the terminal location serving an End User**.** Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS

3.1 SBC MISSOURI is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.

3.2 SBC MISSOURI will not impose limitations on the transmission speeds of xDSL services. SBC MISSOURI will not restrict CLEC's services or technologies to a level at or below those provided by SBC MISSOURI.

3.3 SBC MISSOURI will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

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

3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere CLEC will provide documentation describing that action to SBC MISSOURI and the Commission before or at the time of its request to deploy that technology in MISSOURI. The documentation should include the date of approval or deployment, any limitations included in its deployment**,** and a sworn attestation that the deployment did not significantly degrade the performance of other services.

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

3.7 Liability

3.7.1 Notwithstanding any other provision in this Attachment, SBC MISSOURI and CLEC each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on SBC MISSOURI facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

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

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provision in this Attachment, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims.

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

discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

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

4.0 UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

4.1 xDSL-Capable Loops and Subloops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by SBC MISSOURI at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire IDSL digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement.) This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. SBC MISSOURI has advised CLEC, through the Accessible Letter or alternative process, which SBC MISSOURI central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which SBC MISSOURI has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridge tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional and will be performed by SBC MISSOURI at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.1.5 xDSL Subloop: An xDSL Subloop for purposes of this Attachment is as defined above in Section 2.1.2. The 2-wire or 4-wire xDSL Loop types listed above may be ordered as an

xDSL Subloop, subject to the conditions specfied above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by SBC MISSOURI at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops**.**

4.2 SBC MISSOURI shall be under no obligation to provision xDSL-capable Loops or Subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6 below.

4.3 CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, CLEC should at the time of ordering notify SBC MISSOURI as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SBC MISSOURI. Upon request by CLEC, SBC MISSOURI should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC MISSOURI will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC MISSOURI with a technical description of the technology (including power mask) for the inventory purposes. SBC MISSOURI will keep such information confidential and will take all measures to ensure that CLEC's xDSL Loop/xDSL Subloop Local Service Request (LSR), its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of SBC MISSOURI'S retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.4 In the event that SBC MISSOURI rejects a request by CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC MISSOURI will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. SBC MISSOURI will also file the reason for rejection with the MISSOURI Public Utility Commission in Project No. 21696. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SBC MISSOURI will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

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

4.5.1 Upon request by CLEC, SBC MISSOURI will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

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

4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Attachment], then SBC MISSOURI will provide with the xDSL loop or subloop at the same rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). SBC MISSOURI'S ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology.

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

4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the MISSOURI Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.

4.7 If SBC MISSOURI or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC MISSOURI or that other carrier that is claiming degredation is occurring must notify CLEC and CLEC must cooperate with SBC MISSOURI or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC MISSOURI or another carrier demonstrates to the Commission that CLEC's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.8 Each party must abide by Commission or FCC-approved spectrum management standards. SBC MISSOURI shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.9 SBC MISSOURI shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

5.1 General: SBC MISSOURI will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops and Subloops. CLEC will be given nondiscriminatory access to the same loop makeup information that SBC MISSOURI is providing any other CLEC and/or SBC MISSOURI or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC MISSOURI to SBC MISSOURI'S service representatives and/or SBC MISSOURI'S internal engineers and/or by SBC MISSOURI'S advanced services affiliate to provision its own retail xDSL service.

5.2 In connection with xDSL Loop and xDSL Subloops, SBC MISSOURI shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.

5.3 Loop Qualification: SBC MISSOURI will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as SBC MISSOURI'S retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in SBC MISSOURI'S electronic databases. If a CLEC elects to have SBC MISSOURI provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to SBC MISSOURI'S advanced services affiliate, whichever is less.

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

5.5 Where SBC MISSOURI has not compiled Loop Makeup Information for itself, SBC MISSOURI is not required to conduct a plant inventory and construct a database on behalf of CLEC. If SBC MISSOURI has manual access to this sort of information for itself, or any affiliate, SBC MISSOURI will provide access to it to CLEC on a non-discriminatory basis. To the extent SBC MISSOURI has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SBC MISSOURI will provide electronic access to it's existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.

6 PROVISIONING/REQUESTING CONDITIONING AS PART OF CLEC'S ORDER

6.6 CLEC shall designate, at CLEC's sole option, what loop conditioning (**i.e.,** e.g., the removal of excessive or the removal of all bridged tap, pursuant to RABT, load coils and/or repeaters) SBC MISSOURI is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. Alternatively, CLEC may choose to order a loop or subloop "as is" in which case, the terms and conditions set out in optional Appendix YZP shall apply.

6.7 With respect to any CLEC request for loop conditioning to remove bridged tap on a loop or subloop under this Attachment, the following will apply**:**

6.2.1 SBC MISSOURI will remove any excessive bridged tap on the loop or subloop so that the loop or subloop is conditioned to meet applicable industry standards. For loops that are less than a distance of 12,000 feet in Actual Loop Length between the SBC MISSOURI Central Office and the end user customer's premises SBC MISSOURI shall condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap, load coils and/or repeaters at no charge to CLEC.

6.2.2 If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC MISSOURI shall condition the loop as requested to produce a "clean loop" at the rates set out in the Pricing Schedule. If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Subloop or xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC MISSOURI shall condition the xDSL Loop or xDSL Subloop as requested to produce a "clean xDSL Loop or xDSL Subloop" at the rates set out in the Pricing Schedule. A request to remove all or non-excessive bridged tap for xDSL Loops and xDSL Subloops is subject to the time frames for completion and the notification requirements regarding impossibility of removal that are set out in Appendix RABT-MMP, Section 3.3.

6.3 SBC MISSOURI shall not be entitled to charge CLEC for conditioning or line station transfers when SBC MISSOURI'S loop makeup information indicates that the loop does not require conditioning, but CLEC or SBC finds during installation that the loop does, in fact require conditioning.

6.4 The provisioning and installation interval for xDSL Loops, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to SBC MISSOURI'S tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL Loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC MISSOURI'S tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per End-User location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed to by the Parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. Upon completion of the Subloop Access Arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the intervals set forth above for xDSL Loops.

6.5 Subsequent to CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Sub-loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. After an order has been completed, CLEC may request the removal of all or non-excessive bridged tap, load coils and repeaters via a trouble ticket; the process, procedures and rates set out in Appendix RABT-MMP shall apply in addition to any applicable rates in this Attachment. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

7.0* ACCEPTANCE TESTING

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

7.2* Acceptance Testing Procedure:

7.2.1* Upon delivery of a loop or subloop to CLEC, SBC MISSOURI'S field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1* Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC MISSOURI field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2* For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC MISSOURI field technician will not perform a short or open circuit.

7.2.2* If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3* If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the SBC MISSOURI technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC MISSOURI will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. If SBC MISSOURI determines loop continuity parameters are met, SBC MISSOURI may close the order. SBC MISSOURI will not complete an order that fails Acceptance Testing.

7.2.4* Until such time as CLEC and SBC MISSOURI agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops or subloops without testing the complete circuit. Consequently, SBC MISSOURI agrees that should CLEC open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of SBC MISSOURI), SBC MISSOURI will adjust CLEC's bill and refund the recurring charge of such a loop until SBC MISSOURI has resolved the problem and closed the trouble ticket.

7.2.5* SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will, assume acceptance of the loop or subloop by CLEC when CLEC places the SBC MISSOURI LOC or field technician on hold for over ten (10)

minutes. In that case, SBC MISSOURI may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop or subloop within 24 hours, SBC MISSOURI may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop or subloop accepted. If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from SBC MISSOURI error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SBC MISSOURI will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by SBC MISSOURI to not meet loop continuity test parameters as defined herein, SBC MISSOURI will not charge for any acceptance testing performed on the repair call.

7.2.6* If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be SBC MISSOURI'S error, SBC MISSOURI will credit CLEC for any charge(s) previously assessed to CLEC for the test.

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

7.3* Acceptance Testing Billing

7.3.1* CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by SBC MISSOURI due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC MISSOURI technician time involved, pursuant to the FCC tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates referenced shall be deemed to be automatically revised and updated in the event that the referenced tariff rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time as provided for in such tariff.

8.0* COOPERATIVE TESTING

8.1* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium time tariffed charges referenced above.

8.2 Intentionally left blank.

8.3* Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.

8.4* If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the

request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

8.5* Cooperative Testing Procedure:

8.5.1* The SBC MISSOURI field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2* If the loop or subloop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3* If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Attachment for xDSL capable loops or subloops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.5.4* SBC MISSOURI will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the trouble ticket, document the time and reason, and may bill CLEC, and CLEC shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.

9.0 SERVICE QUALITY AND MAINTENANCE

9.1 Intentionally left blank.

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where CLEC has requested that no conditioning be performed, SBC MISSOURI'S maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC MISSOURI will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tab (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by SBC MISSOURI to resolve the trouble ticket, SBC MISSOURI, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop or subloop currently in service and SBC MISSOURI determines that an LST can be performed, the appropriate SBC MISSOURI Local

Operations Center ("LOC") will contact CLEC to inform it that an LST will be performed in lieu of CLEC's requested conditioning. In such cases where SBC MISSOURI elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule, but shall not be obligated to pay any maintenance or trip charges for SBC MISSOURI'S technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC MISSOURI network-related problem, CLEC will not be charged the LST rate or for SBC MISSOURI'S resolution of the trouble. If, however, the trouble is found to be a CPE or a non-SBC MISSOURI network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in FCC Tariff No. 73, Section 13.4.4 will apply in addition to the LST charge. If an LST is performed, SBC MISSOURI shall work diligently to minimize end-user customer service outage.

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

10.0 SPECTRUM MANAGEMENT

10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. § 51.231-233, as such rules may be modified from time to time. CLEC will advise SBC MISSOURI of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to SBC MISSOURI, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, CLEC will notify SBC MISSOURI as to the type of PSD mask CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, CLEC will notify SBC MISSOURI as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 SBC MISSOURI shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SBC MISSOURI may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SBC MISSOURI may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SBC MISSOURI will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SBC MISSOURI will not deny requests for loops or subloops based on spectrum management issues.

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

subloops based on agreed-to performance characteristics. SBC MISSOURI will assign the local loop or subloop consistent with the agreed-to spectrum management standards.

10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SBC MISSOURI and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.5 In such case, SBC MISSOURI will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC MISSOURI, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC MISSOURI and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC MISSOURI will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

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

11.0 PRICING

11.1 The rates for xDSL Loops, xDSL Subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard xDSL cross-connects – shielded and for Loop Qualification – Mechanized are set forth in the Pricing Schedule to the Agreement. The Parties further understand and agree that nothing in this Attachment or Agreement shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.

11.2 SBC MISSOURI will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When CLEC orders an xDSL Loop or xDSL Subloop, SBC MISSOURI will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. SBC MISSOURI'S retail and/or advanced services affiliate shall not be given preferential access to "clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

11.3 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL Loop and xDSL Subloop as to a loop that is 12,000 feet in Actual Loop Length or greater for which CLEC requests the removal of excessive bridged tap, load coils, and/or repeaters and the RABT-MMP Appendix for removal of non-excessive bridged tap.

12.0 RESERVATION OF RIGHTS/INTERVENING LAW

12.1 The Parties acknowledge and agree that the intervening law language set forth in Section XX of the General Terms and Conditions of this Agreement shall apply to all of the rates, terms and conditions set forth in this Attachment, in addition to all of the other rates, terms and conditions set forth in this Agreement, including any other Attachments/Appendices to such Agreement.