

ATTACHMENT 1: RESALE

All services made available to CLEC by SBC MISSOURI for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1. GENERAL REQUIREMENTS

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC MISSOURI currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC MISSOURI in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory condition or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 SBC MISSOURI will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, SBC MISSOURI shall provide Resale Services under the following terms and conditions in this Appendix Resale.

- 1.3 SBC MISSOURI will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Pricing Schedule. Except as otherwise expressed herein, SBC MISSOURI also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC MISSOURI and not listed in Pricing Schedule.

- 1.4 SBC MISSOURI will make available to CLEC for resale SBC MISSOURI's Bill Plus and Consolidated Billing service at a discount of five percent (5%) off of SBC MISSOURI's tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SBC MISSOURI charges its subscribers).

- 1.5 SBC MISSOURI will make available to CLEC for resale the following SBC MISSOURI services at SBC MISSOURI's tariffed rate for each service (or in the event a service is not tariffed, at the rate SBC MISSOURI charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Distance Learning
- Maintenance of Service Charges
- Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Shared Tenant Service

- 1.5.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.

- 1.6 The following services are not being made available by SBC MISSOURI to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring

- Semi-Public Telephone Booths and Enclosures
 - 911 Universal Emergency Number Equipment
- 1.7 Telecommunications Services will be resold by SBC MISSOURI to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Directory Assistance and Operator Services
- Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.
- 1.9 Directory Listings Requirements
- Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.
- 1.10 Unless otherwise provided in this Agreement, SBC MISSOURI will perform all of its obligations hereunder throughout the entire service area where SBC MISSOURI is the incumbent local exchange carrier. SBC MISSOURI will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's end users except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SBC MISSOURI.
- 1.12 The Parties will maintain restrictions on aggregation of toll service for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC MISSOURI's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 1.14 A CLEC shall make its telecommunications services available for resale to SBC MISSOURI on terms and conditions that are reasonable and nondiscriminatory.

2. BRANDING

- 2.1 CLEC is free to brand the Resale services that SBC MISSOURI provides to CLEC under the provisions of this Agreement. SBC MISSOURI will not brand such Resale services provided to CLEC under this Agreement as being SBC MISSOURI's services, although certain SBC MISSOURI retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
- 2.1.1 SBC MISSOURI offers certain retail services that utilize electronic branding to designate the services as SBC MISSOURI retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC end users, CLEC may request SBC MISSOURI to rebrand such services as CLEC services or to offer them without a brand. SBC MISSOURI will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC MISSOURI for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC MISSOURI as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC MISSOURI agrees to reimburse CLEC for a reasonable portion of its costs.
- 2.2 CLEC will provide the exclusive interface to CLEC end users in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC MISSOURI personnel interface directly with CLEC end users in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of CLEC.

- 2.3 Branding provisions concerning SBC MISSOURI's furnishing of all forms, business cards or other business materials to CLEC end users in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.
- 2.4 CLEC will not, without SBC MISSOURI's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC MISSOURI or its affiliates.

3. CHANGE OF LOCAL SERVICE PROVIDER

- 3.1 With respect to the procedures to be used to change a local exchange service customer from SBC MISSOURI or another LSP to CLEC, SBC MISSOURI will charge CLEC a customer change charge of \$5.00.
- 3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SBC MISSOURI or another LSP to CLEC, SBC MISSOURI will charge CLEC the Primary Local Exchange Carrier Selection Charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 Intentionally Left Blank
- 3.4 Upon an end user's subscription to CLEC local Resale service, SBC MISSOURI will promptly remove from the LIDB any SBC MISSOURI assigned telephone line based calling card number (TLN) applicable to that end user.

4. PRICING

- 4.1 Except as set forth in Appendices DA - Resale, OS - Resale, White Pages - Resale, and Customized Routing - Resale, the prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services/Pricing.
- 4.2 Promotion of Resale services of more than 90 days will be made available to CLEC on terms and conditions no less favorable than those SBC MISSOURI makes available to its customers and will be made available at the avoided cost discount from the promotional rate. Services offered for promotions of 90 days or less will be available for resale at the retail rate less the established avoided cost discount. (i.e., CLEC may not elect the promotional rate.)

5. NO RESTRICTIONS ON RESALE

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the Missouri commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business end users SBC MISSOURI's Resale services that are restricted by SBC MISSOURI's tariffs to use by residential subscribers. SBC MISSOURI is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC MISSOURI will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6. DIALING PARITY

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC MISSOURI under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC MISSOURI customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by a CLEC end user will be at least equal in quality to that received by a similarly situated SBC MISSOURI customer; and (iii) the CLEC end user may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC MISSOURI will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7. MAINTENANCE

Maintenance will be provided by SBC MISSOURI in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

8. CHANGES IN RETAIL SERVICE

- 8.1 SBC MISSOURI will provide thirty (30) days advance notice before the tariff filing date of new products and services and changes to existing products and services, including the discontinuance of existing features or services, that are available for resale. SBC MISSOURI will provide a minimum of thirty (30) days notice before the tariff filing date of pricing changes for services that are available for resale.

9. BILLING FOR LOCAL SERVICE

- 9.1 SBC MISSOURI will bill CLEC for Resale services provided by SBC MISSOURI to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 9.2 SBC MISSOURI will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

10. OPERATIONAL REQUIREMENTS

- 10.1 SBC MISSOURI will provide operational interfaces to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.
- 10.2 SBC MISSOURI will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.