

3.0 NXX MIGRATION

- 3.1 In a non Thousand Block number pooling environment, and where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand Block pooling environment, customer movement between providers will be accomplished using LNP. All customer assigned numbers and reserved numbers for the ported customer are subject to porting.

3.2 Test Numbers

- 3.2.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

ATTACHMENT 22: DA-FACILITIES BASED
SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

1.0 Services

- 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.
 - 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. SWBT will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
 - 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.
 - 1.3.1 Subsequent to the DA query and release of the DA call to SWBT's Interactive Voice System, SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
 - 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.
 - 1.5 When CLEC uses Directory Assistance Services described above, SWBT will charge the prices as referenced in Section 7.0 Pricing of Attachment DA-Fac.
- 2.0 Definitions** - The following terms are defined as set forth below:
- 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.

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

3.0 **Call Branding and Rate Reference**

3.1 Call Branding

- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.
- 3.1.2 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.
- 3.1.3 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance 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.
- 3.1.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 22 DA-Fac.

3.2 Rate Reference

- 3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
- 3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate 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.
- 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 7.0 Pricing of Attachment DA-Fac.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 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.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

- 4.6 SWBT will forward with Directory Assistance 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.

5.0 Responsibilities of Both Parties

- 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.
- 5.2 The parties agree that, in the event of an emergency wherein a 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.

6.0 Responsibilities of CLEC

- 6.1 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.
- 6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.
- 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.
- 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 has been available for three months. 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 customized routing has been available for three months 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 listed in this Attachment.

7.0 Pricing

7.1 The charges for Directory Assistance are as follows:

7.1.1 A charge per DA call: \$0.3700

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$0.1500

7.2 Intentionally left blank

7.3 Pricing for branding of CLEC DA calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

7.3.1 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one charge will apply per initial loading or subsequent change.

7.4 A charge for loading CLEC specific DA rates will apply for initial loads and subsequent changes as follows:

7.4.1 Rate for initial rate load per switch \$2,200.00

7.4.2 Rate per subsequent rate change: \$1,000.00

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

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

ATTACHMENT 23: OS-FACILITIES BASED**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

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

- 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.
- 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.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
- 1.4 Definition: Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.

2.0 Call Types - SWBT will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 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:
 - 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).

- 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.
- 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 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:
 - 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).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 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:
 - 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.
 - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 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.
- 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.

- 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. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

2.7 **Call Branding/Rate Reference**

2.7.1 Call Branding

- 2.7.1.1 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.

- 2.7.1.2 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.

- 2.7.1.3 SWBT will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of 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.

- 2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

2.7.2 **Rate Reference**

- 2.7.2.1 SWBT Operator Services operators will provide Operator Services Rates Reference Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:

- 2.7.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this

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Section, SWBT will brand the OS service provided to CLEC as SWBT OS service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

- 2.7.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate 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.
- 2.7.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.
- 2.7.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

3.0 Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 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.
- 3.3 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).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4.0 Responsibilities of SWBT

- 4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 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.

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- 4.3 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.
- 4.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
- 4.6 SWBT will forward with 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.

5.0 Responsibilities of Both Parties

- 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 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.

6.0 Responsibilities of CLEC

- 6.1 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.
- 6.2 CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. 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).
- 6.4 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, CLEC agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. 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 has been available for three months. 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 customized routing has been available for three months 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 effective date of the provision of Operator Services pursuant to this Attachment OS-Fac.

7.0 **Pricing**

- 7.1 The rates for the Operator Services provided pursuant to this Attachment will be as follows (term and volume discounts available):

Operator Services Call Completion Services	
Operator Assisted and Semi-Auto per work sec.	\$0.0200
All Fully-Auto per call	\$0.1500

- 7.2 Pricing for branding of CLEC OS calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

- 7.2.1 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.

- 7.3 A charge for loading CLEC specific OS rates will apply for initial loads and subsequent changes as follows:

7.3.1 Rate for initial load per switch: \$2,200.00

7.3.2 Rate per subsequent rate change: \$1,000.00

8.0 **Monthly Billing**

- 8.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

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

ATTACHMENT 24: RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Attachment)

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which SWBT will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Attachment by reference.

2.0 Definitions

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

- 2.9 **"Interexchange Carrier Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **"Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.
- 2.11 **"Message Processing"** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **"Service Switching Point (SSP)"** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **"Recording Company"** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **"Switching Control Point (SCP)"** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

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2.19 **"800 SCP Carrier Access Usage Summary Record (SCP Record)"** - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

2.20 **"Terminating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

3.0 **Responsibilities Of The Parties**

3.1 SWBT will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SWBT provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

3.2 SWBT will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SWBT.

3.3 SWBT will provide access usage records that are generated by SWBT.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by CLEC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 SWBT will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, holidays, etc.

3.9 SWBT will determine the number data files required to provide the access usage record detail to CLEC.

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- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SWBT.
- 3.11 When SWBT receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SWBT will forward those messages to CLEC.
- 3.12 SWBT will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis Of Compensation

- 4.1 SWBT as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by SWBT on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 Liability

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SWBT is notified that, due to error or omission, incomplete data has been provided to CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) calendar days, SWBT shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.
- 5.4 SWBT will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- 5.5 CLEC agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.
- 5.6 CLEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 SWBT makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, SWBT assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

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6.0 Applicability Of Other Rates, Terms And Conditions

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

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800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

- Option #9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.
- Option 12:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.
- Option 13:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.
- Option 14:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.
- Option 15:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

Form SW-1773-I

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EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ **Daily (Full Status RAO Companies will receive billable messages daily.)**

☐ **Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:**

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

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Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

☐ **Daily (Full Status RAO Companies will receive AURs daily.)**

☐ **Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:**

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

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ATTACHMENT 25: xDSL**1.0 Introduction**

- 1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its 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

- 2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.¹
- 2.2 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.² The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

¹ See 47 C.F.R. §51.319 (a) (1)

² See 47 C.F.R. §51.319 (a) (2).

- 2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by 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.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

- 3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.
- 3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, 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. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.
- 3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their 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. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 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.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT 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.

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

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on

Indemnatee's facilities and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.

- 3.7.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.7.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability.
- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.
- 4.0 **Unbundled xDSL-Capable Loop Offerings**
- 4.1 **DSL-Capable Loops**
- 4.1.1 **2-Wire xDSL Loop:** A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.³ The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Intentionally Left Blank
- 4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling

³ Definition from the M2A appendix UNE, Section 4.2.3.

requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

- 4.2 SWBT shall be under no obligation to provision xDSL-capable Loops 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.
- 4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request 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. SWBT 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 SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT'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 9.1 below.
- 4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT 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 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without

significant degradation for 12 months or until national standards have been established, whichever occurs first.

- 4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.
- 4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
- 4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
 - 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:
 - 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
 - 4.6.2.2 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 [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 capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.
- 4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.⁴
- 4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

- 5.1 General: SWBT 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 DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.
- 5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

⁴ PSC order in Docket TO-2000-322.

- 5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.
- 5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.
- 5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the 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. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

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

- 5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 Provisioning

- 6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
- 6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable 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 SWBT'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 by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.
- 6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

- 7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.
- 7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.
- 7.3 Acceptance Testing Procedure:
- 7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.
- 7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.
- 7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.
- 7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.
- 7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.
- 7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust

CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

- 7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.
- 7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.
- 7.3.7 Both Parties will work together to implement Cooperative 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 SWBT to expend additional time and expense.
- 7.4 Acceptance Testing Billing
- 7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.
- 7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in

such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be \$33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where

CLEC has requested that no conditioning be performed, SWBT'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, SWBT 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.

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

9.0 Spectrum Management

- 9.1 CLEC will advise SWBT 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. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT 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 SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.
- 9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT 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. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future 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. SWBT will not deny requests for loops based on spectrum management issues.
- 9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs 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 or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

- 9.4 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, SWBT 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. In such case, SWBT 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 SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT 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, SWBT 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.
- 9.5 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 SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

- 10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	<u>Recurring</u>	<u>Nonrecurring</u>	
		Initial	Additional
<u>2-Wire xDSL Loop</u>			
Zone 1	\$ 12.71	\$ 26.07	\$ 11.09
Zone 2	\$ 20.71	\$ 26.07	\$ 11.09
Zone 3	\$ 33.29	\$ 26.07	\$ 11.09
Zone 4	\$ 18.23	\$ 26.07	\$ 11.09
 <u>2-Wire Digital Loop</u> (e.g., ISDN/IDSL)			
Zone 1	\$ 25.79	\$ 57.77	\$ 30.22
Zone 2	\$ 42.10	\$ 57.77	\$ 30.22
Zone 3	\$ 58.44	\$ 57.77	\$ 30.22
Zone 4	\$ 41.44	\$ 57.77	\$ 30.22
 <u>4-Wire xDSL Loop</u>			
Zone 1	\$ 19.79	\$ 28.77	\$ 11.09
Zone 2	\$ 35.35	\$ 28.77	\$ 11.09
Zone 3	\$ 61.16	\$ 28.77	\$ 11.09
Zone 4	\$ 30.08	\$ 28.77	\$ 11.09

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	\$ 15.00 ⁵
Loop Make-Up Information (as defined in section 5.4) – Manual	\$ 15.00 ⁶
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	<u>Recurring</u>	<u>Nonrecurring</u> <u>Initial</u>	<u>Additional</u>
2-wire Analog (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69
4-wire Analog (w/o test)	\$ 0.63	\$ 25.38	\$ 17.73
2-wire Digital (w/o test)	\$ 0.31	\$ 19.96	\$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	\$ 0.80	\$ 19.96	\$ 12.69
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Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

⁵ Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to \$0.00 on August 1, 2000.

⁶ Effective August 1, 2000, manual loop make-up information will be priced at the rate of \$84.15.

11.4 SWBT's rate for Loop Conditioning.

SWBT will make "clean loops" available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, then the conditioning charges stated below apply. SWBT's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

The conditioning charges, listed below, are interim and are applicable to every xDSL loop greater than 12,000 feet in length but less than 17,500 feet in length, in which the CLEC requests the removal of bridged tap, load coils, and/or repeaters. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Upon the effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this agreement with CLEC.

	<u>Nonrecurring</u> Initial	Additional (Same time & same location)
Removal of Repeater	\$ 0.00	\$ 0.00
Removal of Bridged Tap and Repeater	\$ 0.00	\$ 0.00
Removal of Bridged Tap	\$ 0.00	\$ 0.00
Removal of Bridged Tap & Load Coil	\$ 0.00	\$ 0.00
Removal of Load Coil	\$ 0.00	\$ 0.00

The conditioning charges, listed below, are interim and are applicable to every xDSL loop, at or in excess of 17,500 feet in length, in addition to the applicable rates for loops less than 17,500 feet but longer than 12,000 feet in length that requires the specific conditioning listed. The interim charges will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent conditioning charges in Case No. TO-2000-322, TO-

2001-439 or another appropriate case established by the Commission. Upon the effective date of the Missouri Public Service Commission's order establishing permanent conditioning rates, those permanent rates will replace the interim rates set forth below. The interim rates set forth below are subject to true up to the permanent rates established in Case No. TO-2000-322, TO-2001-439 or another appropriate case established by the Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent conditioning rates, but shall not include any period prior to the effective date of this Agreement with CLEC.

	<u>Nonrecurring</u>	
	Initial	Additional ⁷
Removal of Repeater	\$ 0.00	\$ 0.00
Removal of Bridged Tap	\$ 0.00	\$ 0.00
Removal of Load Coil	\$ 0.00	\$ 0.00

- 11.5 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those unbundled elements and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.
- 11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.

⁷ must be at same location and performed at the same time

INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1.0 INTRODUCTION

The rates, terms and conditions in this optional appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. Upon the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions contained in this optional appendix.

- 1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement or Interim Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.
- 1.2 The interim prices at which ILEC agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.
- 1.3 ILEC agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Missouri.
- 1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by

the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

- 1.6 The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal.
- 1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2.0 DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from ILEC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in ILEC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. ILEC shall only make the HFPL available to CLEC in those instances where ILEC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.8 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

- 3.1 ILEC will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. ILEC will not impose limitations on the transmission speeds of xDSL services; provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.
- 3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.
- 3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.5 Liability
- 3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

- 3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.
- (a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation.
 - (b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.
 - (c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
 - (d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.
- 3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in this Interconnection Agreement.
- 4.0 UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS**
- 4.1 The CLEC has the option of collocating a DSLAM in ILEC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at ILEC RTs, ILEC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.2 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and ILEC has placed a DSLAM in the RT, ILEC must unbundle and provide access to its packet switching. ILEC is relieved of this unbundling

obligation if it permits a requesting carrier to collocate its DSLAM in ILEC's remote terminal, on the same terms and conditions that apply to its own DSLAM and there is room in the RT for CLEC to collocate its DSLAM. The rates set forth in the Interconnection Agreement shall apply to this subloop.

- 4.2.1 When ILEC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide ILEC with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes. ILEC shall use PSD mask information solely for inventory purposes.
- 4.2.2 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.3 When ILEC traditional retail POTS services are disconnected ILEC will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. ILEC will not take any action until 3 business days after providing the notice to CLEC. All appropriate recurring and nonrecurring charges for the reconfiguration/disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
- 4.4 ILEC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where ILEC is not the retail POTS provider.
- 4.6 ILEC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. ILEC shall be under no obligation to provide HFPL where ILEC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay ILEC for any conditioning performed at its request, pursuant to Section 7.1.

- 4.7 For each HFPL, CLEC shall at the time of ordering, notify ILEC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify ILEC. Likewise, ILEC will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops ILEC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide ILEC with a technical description of the technology (including power mask) for inventory purposes.
- 4.8 In the event that ILEC determines there are excessive disturbers, ILEC will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.9 ILEC will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.10 ILEC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, ILEC may publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5.0 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

- 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with ILEC's standard collocation practices and

procedure. When virtually collocated, ILEC will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, ILEC agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. ILEC will determine where such ILEC-owned splitters will be located in each central office. ILEC owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, ILEC will perform testing and repair at the ILEC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by ILEC, CLEC shall pay ILEC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 ILEC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide ILEC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, ILEC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the ILEC central office. For requests for ILEC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement. ILEC will manage the capacity of the splitter and all facilities related to provision of HFSL in a reasonable and nondiscriminatory manner.

5.1.2.2 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and

numbered 1-96. All arrangements must be consistent with ILEC's Operational Support Systems ("OSS"). ILEC will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.

- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.1.2.4 All ILEC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
- 5.1.2.5 From time to time, ILEC may need to replace or repair ILEC-owned splitters or splitter cards, which necessitate a brief interruption of service. In the event that service interruption is anticipated by ILEC, ILEC shall notify CLEC.
- 5.1.2.6 ILEC retains the sole right to select ILEC-owned splitter equipment and installation vendors.
- 5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, ILEC will install the splitter in a ILEC bay and ILEC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.
- 5.3 Splitter provisioning will use standard ILEC configuration cabling and wiring in ILEC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with ILEC Operations Support Systems ("OSS").
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING¹

- 6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.
- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of

¹ These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

- 6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.
- 6.4 All three categories of loop qualification are subject to the following:
 - 6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
 - 6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.
 - 6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of supporting the CLEC's xDSL technology across the high frequency network element.

7.0 PROVISIONING

- 7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC'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, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, ILEC will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For

HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

- 7.3.3 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. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.
- 7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8.0 MAINTENANCE /SERVICE ASSURANCE

- 8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the

narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

- 8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.
- 8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.
- 8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer

providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

- 8.6 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9.0 SPECTRUM MANAGEMENT

- 9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10.0 PRICING

- 10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	\$0
ILEC Splitter, Recurring	\$0.89
OSS Recovery Charge	\$0.61

11.0 RESERVATION OF RIGHTS

- 11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or ILEC may take on relevant issues before industry forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.
- 11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.

ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are "legitimately related" for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is "legitimately related" to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

ITEM REQUESTED	"LEGITIMATELY RELATED PROVISIONS"	
UNEs	Attachments 6-10 & Appendices	GT&C specified above & Attachment 26
Resale	Attachments 1-5 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Interconnection	Attachment 11 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Reciprocal Compensation	Attachment 12 & Appendix	GT&C specified above, and applicable prices & Attachment 26
Performance Measures	Attachment 17, including Performance Remedy Plan and Appendices	GT&C specified above & Attachment 26
DSL	Attachment 25	GT&C specified above, and applicable prices & Attachment 26
Ancillary Functions	Attachment 13 and Appendices	GT&C specified above, and applicable prices & Attachment 26
Number Portability	Attachment 14 and Appendix	GT&C specified above, and applicable prices & Attachment 26
E 911	Attachment 15	GT&C specified above, and applicable prices & Attachment 26
Network Security & Law Enforcement	Attachment 16	GT&C specified above, and applicable prices & Attachment 26
Mutual Exchange of Directory Listing Information	Attachment 18	GT&C specified above, and applicable prices & Attachment 26
White Pages – Other	Attachment 19	GT&C specified above, and applicable prices & Attachment 26
Clearinghouse	Attachment 20	GT&C specified above, and applicable prices & Attachment 26
Numbering	Attachment 21	GT&C specified above, and applicable prices & Attachment 26
DA – Facilities Based	Attachment 22	GT&C specified above, and applicable prices & Attachment 26
OS – Facilities Based	Attachment 23	GT&C specified above, and applicable prices & Attachment 26
Recording – Facilities Based	Attachment 24 and Appendices	GT&C specified above, and applicable prices & Attachment 26