ATTACHMENT 23: OS-FACILITIES BASED
(for CLEC s who are Switch-Based)

SBC MISSOURI - PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC MISSOURI agrees to provide local and IntraLATA operator services (Operator Services) for AT&T 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 – SBC MISSOURI will provide the following three tiers of Operator Services:

1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing (AABS) equipment without the assistance of an SBC MISSOURI 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 automated equipment cannot be activated.

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

2.0 CALL TYPES – SBC MISSOURI will provide to AT&T the call types in Sections 2.1 through 2.7 below:

2.1 Fully Automated Collect and Bill to Third-Number Service - 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 automated 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.

2.1.4 Fully Automated Calling Card Service – This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment, is one for which SBC MISSOURI can perform billing validation.

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 SBC MISSOURI's Operator Transfer Service offering. AT&T agrees to obtain all necessary compensation arrangements between AT&T and participating carriers.

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 AT&T's NXX encompasses multiple emergency agencies, SBC MISSOURI 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. AT&T will provide to SBC MISSOURI the communities associated with AT&T's NXX(s).

3.4 Calling Card - Calls billed to an AT&T proprietary calling card (0+ or 0- access) will be routed via transfer to the AT&T operator.

4.0 CALL BRANDING:

4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being AT&T, audibly and distinctly to the AT&T end user at the beginning of each OS call. In all cases, SBC MISSOURI will brand OS call in AT&T's name.

4.2 AT&T will provide SBC MISSOURI with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify AT&T. The standard phrase will be consistent with the general form and content currently used by AT&T in branding its respective services.

4.3 Branding Load Charges:

4.3.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of AT&T specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding

announcement. In addition, a per call charge applies for every OS/DA call handled by SBC MISSOURI on behalf of AT&T.

5.0 OPERATOR SERVICE (OS) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC MISSOURI databases referenced by an SBC MISSOURI Operator for AT&T OS specific information as provided by AT&T, such as AT&T's business office, repair and OS rates.

5.2 AT&T must provide CLEC Rate/Reference Information to SBC MISSOURI.

5.3 When a SBC MISSOURI Operator receives a rate request from an AT&T End User, where technically feasible and available, SBC MISSOURI will quote the applicable OS/DA rates as provided by AT&T.

5.4 AT&T must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). AT&T will furnish to SBC MISSOURI a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the AT&T End User and those applied to the call will be AT&T's.

5.5 AT&T will inform SBC MISSOURI, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. AT&T acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.6 An initial non-recurring charge will apply per state, per OCN, per Operator assistance switch for loading of AT&T's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per OCN, per Operator assistance switch for each subsequent change to either AT&T's OS/DA Rate or Reference information.

6.0 RESPONSIBILITIES OF SBC MISSOURI

6.1 SBC MISSOURI will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

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

6.3 SBC MISSOURI will accumulate and provide AT&T such data as necessary for AT&T to verify traffic volumes and bill its customers.

7.0 RESPONSIBILITIES OF BOTH PARTIES

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

7.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.0 RESPONSIBILITIES OF AT&T

8.1 AT&T will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC MISSOURI Operator assistance switch. Should AT&T seek to obtain interexchange OS from SBC MISSOURI, AT&T is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.2 AT&T will furnish in writing to SBC MISSOURI, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC MISSOURI to provide the Service.

8.2.1 AT&T will provide SBC MISSOURI updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.3 As to any end office where SBC MISSOURI furnishes the Operator Services provided by this Attachment, AT&T agrees that SBC MISSOURI will be the sole provider of local and intraLATA toll Operator Services provided to AT&T in such end offices for a minimum of a one (1) year period.

9.0 PRICING

9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in Appendix Pricing.

10.0 MONTHLY BILLING

10.1 SBC MISSOURI will render monthly billing statements to AT&T, and remittance in full will be due within thirty (30) days of receipt.

10.2 SBC MISSOURI will forward with Directory Assistance and Operator Services calls from AT&T customers the appropriate line data required by AT&T to identify the type of line for the purposes of call handling and recording.

11.0 LIABILITY

11.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement, including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.

11.2 AT&T also agrees to release, defend, indemnify, and hold harmless SBC MISSOURI from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC MISSOURI employees and equipment associated with provision of Operator Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to cal Operator Services.

12.0 TERMS OF ATTACHMENT

12.1 If AT&T chooses to use SBC MISSOURI OS/DA services, AT&T must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if AT&T has already fulfilled its requirement to subscribe to SBC MISSOURI's OS/DA services for a twelve month period, or anytime after AT&T has met the twelve (12) month period, AT&T may terminate use of SBC MISSOURI OS/DA services upon one hundred-twenty (120) days advance written notice to SBC MISSOURI.

12.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other party.

12.3 If AT&T terminates this Attachment prior to the expiration of the term of this Attachment, AT&T shall pay SBC MISSOURI, within thirty (30) days of the issuance of any bills by SBC MISSOURI, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC MISSOURI pursuant to this Attachment prior to its termination. However, if AT&T has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

13.0 In order to utilize SBC MISSOURI's operator services platform as a facilities based service provider, AT&T must first enter into an agreement which sets forth the billing and collection terms

related to intrastate intralata alternatively billed toll calls involving AT&T's customers where AT&T is acting as a facilities based service provider. AT&T reserves the right to argue that the agreement should be a stand alone billing and collection agreement separate from the Interconnection Agreement; and SBC reserves the right to argue that the agreement must be a Clearinghouse agreement that must be part of the Interconnection Agreement.

14.0 RESERVATION OF RIGHTS/INTERVENING LAW

14.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 24

RECORDING

TABLE OF CONTENTS

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

1.0 INTRODUCTION

1.1 This Attachment sets forth the terms and conditions under which SBC MISSOURI will provide recording, message processing and message detail services to a Facility-Based Provider as described in Exhibit I and Exhibit II, Exhibits I and II are part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

1.1.1 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILEC: SBC MISSOURI.

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 Interface (EMI) formatted billing data between SBC MISSOURI and the Billing Company.

2.6 "Data Transmission" - the forwarding by SBC MISSOURI 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 Interface" (EMI) - 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 EMI 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 AT&T for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC MISSOURI'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 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 converted to EMI layout.

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.

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 an SBC MISSOURI SCP.

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 IXCs.

3.0 RESPONSIBILITIES OF THE PARTIES

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

3.2 SBC MISSOURI 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 SBC MISSOURI.

3.3 SBC MISSOURI will provide access usage records that are generated by SBC MISSOURI.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC MISSOURI, during the billing period established by SBC MISSOURI and selected by AT&T.

3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by SBC MISSOURI and provided to AT&T.

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 SBC MISSOURI will provide message detail to AT&T in data files, (a File Transfer Protocol or Connect: Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.

3.8 In Exhibit II, AT&T 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. SBC MISSOURI reserves the right to limit the frequency of transmission to existing SBC MISSOURI processing and work schedules, holidays, etc.

3.9 SBC MISSOURI will determine the number data files required to provide the access usage record detail to AT&T.

3.10 Recorded billable message detail and/or access usage record detail previously provided AT&T and lost or destroyed through no fault of SBC MISSOURI will not be recovered and made available to AT&T except on an individual case basis at a cost determined by SBC MISSOURI.

3.11 When SBC MISSOURI receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by AT&T, SBC MISSOURI will forward those messages to AT&T.

3.12 SBC MISSOURI will record the applicable detail necessary to generate access usage records and forward them to AT&T for its use in billing access to the IXC.

3.13 When AT&T is the Recording Company, AT&T agrees to provide its recorded billable messages detail and access usage record detail data to SBC MISSOURI under the same terms and conditions of this Attachment.

4.0 BASIS OF COMPENSATION

4.1 SBC MISSOURI 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 AT&T in accordance with this Attachment on a reciprocal, no-charge basis. AT&T, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by SBC MISSOURI 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 either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company 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 the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties 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, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party 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 the other Party, its customers or end users.

5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party 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 the Party's 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 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement 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 Each Party 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, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

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 AT&T's end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to AT&T.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from AT&T's end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to AT&T's.

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

Option #4: AT&T Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for AT&T. 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 AT&T.

Option #5: AT&T Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for AT&T. 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 AT&T.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for AT&T 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 AT&T.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function AT&T. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to AT&T.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for AT&T. AT&T 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 AT&T.

Option #12: Recording Company provides tandem function for AT&T. AT&T 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 AT&T.

Option #13: Recording Company provides tandem function for AT&T. AT&T 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 AT&T.

Option #14: Recording Company provides tandem function for AT&T. AT&T 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 AT&T.

Option #15: Recording Company provides tandem function for AT&T. AT&T 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 AT&T.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

Bill period (Please choose a maximum of five dates for SBC MISSOURI. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

AUR INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

Bill period (Please choose a maximum of five dates for SBC MISSOURI. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

ATTACHMENT 25: DSL

1.0 INTRODUCTION

1.1 SBC MISSOURI agrees to provide AT&T with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Attachment and the FCC's *Triennial Review Order*, and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for AT&T to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 DEFINITIONS

2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of xDSL technologies.

2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at AT&T's request, in order for AT&T to provide xDSL-based service over such loop.

2.1.2 For purposes of this Attachment, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC MISSOURI's outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Attachment UNE and Appendix Collocation) will also apply, as applicable, to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Attachment UNE), shall control.

2.2 Conditioning is defined as the removal by SBC MISSOURI from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that AT&T would like the option to request that a loop be conditioned by SBC MISSOURI to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.

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

2.4 Intentionally left blank.

2.5 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.

2.7* "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8* "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9* "Acceptance Testing" shall be defined as the joint testing for xDSL loops between SBC MISSOURI's Technician, its Local Operations Center ("LOC"), and AT&T's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL-CAPABLE LOOPS

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

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

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

3.5 In the event AT&T wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, AT&T will provide documentation describing that action to SBC MISSOURI 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.

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

3.7 Liability

3.7.1 Each Party, whether AT&T or SBC MISSOURI, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC MISSOURI facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

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

the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.

3.8 Indemnification

3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, 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.

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

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

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

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

4.0 UNBUNDLED XDSL-CAPABLE LOOP OFFERINGS

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional, subject to conditioning charges and will be performed by SBC MISSOURI at AT&T's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-wire digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Attachment UNE to this Agreement.) A portion of an IDSL Loop may be provisioned using digital fiber facilities and necessary digital electronics to provide service in certain situations. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional and will be performed by SBC MISSOURI at AT&T's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

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

4.2 xDSL Subloop: An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards,

should not include load coils, mid-span repeaters or excessive bridge taps (bridge taps in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridge taps on an existing subloop is optional, subject to conditioning charges and will be performed by SBC MISSOURI at AT&T's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 SBC MISSOURI 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, AT&T 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 AT&T as provided in Section 6 below.

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

4.5 In the event that SBC MISSOURI rejects a request by AT&T for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC MISSOURI will disclose to AT&T 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, SBC MISSOURI will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement. In the event that SBC MISSOURI should reject AT&T's provision of an advanced service, SBC MISSOURI will disclose to AT&T, upon request, the specific reason for denial within 48 hours for the rejection. SBC MISSOURI will also disclose to AT&T, 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. If there is any dispute between the Parties with respect to this Section, SBC MISSOURI will not deny the loop (subject to Section 3.4

above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.6 SBC MISSOURI will not deny AT&T'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 AT&T 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 AT&T, SBC MISSOURI will cooperate in the testing of new xDSL technologies, on a time and materials basis, or may direct AT&T, at AT&T's expense, to a third party laboratory of AT&T's choice for such evaluation. Upon request by AT&T, SBC MISSOURI will cooperate in the deployment of new xDSL technologies, subject to the terms and conditions of the BFR.

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, SBC MISSOURI will provide a loop to support the new technology for AT&T 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 SBC MISSOURI 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 (pursuant to Section 6 below). SBC MISSOURI's ordering procedures will remain substantially 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, AT&T can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.

4.8 If SBC MISSOURI or another carrier claims that an AT&T service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC MISSOURI or that other carrier must notify AT&T and AT&T must cooperate with SBC

MISSOURI or other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC MISSOURI or another carrier demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, AT&T 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 Each party must abide by Commission or FCC-approved spectrum management standards. SBC MISSOURI shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

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

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

5.1 General: SBC MISSOURI will provide AT&T 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. AT&T will be given nondiscriminatory access to the same loop makeup information that SBC MISSOURI is providing any other CLEC and/or SBC MISSOURI or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC MISSOURI to SBC MISSOURI's service representative and/or SBC MISSOURI's advanced services affiliate to provision its own retail xDSL service.

5.2 SBC MISSOURI shall provide actual, real-time loop makeup information to AT&T via the loop qualification process.

5.3 Loop Qualification: SBC MISSOURI will provide access to its existing Datagate and EDI interfaces that will allow AT&T, as well as SBC MISSOURI's retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the loop makeup information, when such information is contained in SBC MISSOURI's electronic databases. If AT&T elects to have SBC MISSOURI provide actual loop makeup information through a manual process for information that is in SBC MISSOURI's internal records but is not available electronically, then the interval will be 5 business days or the interval provided to SBC MISSOURI's advanced services affiliate, whichever is less.

5.4 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 bridge taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridge taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or

adjacent binder groups. SBC MISSOURI also shall provide to AT&T any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where SBC MISSOURI has not compiled loop qualification information for itself, SBC MISSOURI is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. Not withstanding the above, when SBC MISSOURI performs a manual loop qualification, SBC MISSOURI will update the information in the appropriate mechanized provisioning system(s). If SBC MISSOURI has manual access to this sort of information for itself, or any affiliate, SBC MISSOURI will provide access to it to AT&T on a non-discriminatory basis. To the extent SBC MISSOURI has access to this information in an electronic format, that same format should be made available to AT&T via an electronic interface.

5.6 SBC MISSOURI will provide near real time, electronic access to its EDI and WebLEX systems needed for efficient provisioning of advanced services such as xDSL.

5.7 To the extent that SBC MISSOURI develops new systems necessary for provisioning, of UNEs covered by this Attachment SBC MISSOURI is required to make such functionality available to AT&T.

6.0 PROVISIONING

6.1 AT&T shall designate, at AT&T's sole option, what loop conditioning SBC MISSOURI is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridge taps, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

6.2 Regardless of whether conditioning is performed, the loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2.1 In so far as it is technically feasible, at AT&T's request, SBC MISSOURI shall test and report troubles for all the features functions and capabilities of conditioned copper lines and may not restrict its testing to voice transmission only.

6.3 With respect to any AT&T request for loop conditioning, including to remove bridge taps on a loop under this Attachment, SBC MISSOURI will remove any excessive bridge taps on the loop so that the loop is conditioned to meet applicable industry standards.

6.4 The provisioning and installation interval for an xDSL 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 SBC MISSOURI's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC MISSOURI's tariffed xDSL-based services or its

affiliate's xDSL-based services where conditioning is requested, 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 for which conditioning is requested 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.

6.5 Subsequent to the initial order for a xDSL loop or subloop, additional conditioning for the removal of excessive bridge taps, load coils, and/or repeaters, may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.6 AT&T, at its sole option, may request shielded cross-connects for central office wiring for 2-wire xDSL loops when used to provision ADSL at rates set forth in the Pricing Schedule.

6.7 Except as in the same manner as described in Section 4.4, 4.5 and 10.5, SBC MISSOURI shall keep AT&T deployment information confidential from SBC MISSOURI's retail operations, any SBC MISSOURI affiliate, or any other CLEC.

7.0* ACCEPTANCE TESTING

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

7.2* Acceptance Testing Procedure:

7.2.1* Upon delivery of a loop to AT&T, SBC MISSOURI's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by AT&T to initiate performance of a series of Acceptance Tests.

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

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

7.2.2* If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, AT&T will provide SBC MISSOURI with a confirmation

number and SBC MISSOURI will complete the order. AT&T will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

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

7.2.4* Until such time as AT&T and SBC MISSOURI agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, AT&T will accept IDSL loops without testing the complete circuit. Consequently, SBC MISSOURI agrees that should AT&T open a trouble ticket on such a loop within ten (10) business days (that is the fault of SBC MISSOURI), SBC MISSOURI will adjust AT&T's bill and refund the recurring charge of such a loop until SBC MISSOURI has resolved the problem and closed the trouble ticket.

7.2.5* SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by AT&T when AT&T places the SBC MISSOURI LOC or field technician on hold for over ten (10) minutes. In that case, SBC MISSOURI may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop within 24 hours, SBC MISSOURI may bill and AT&T shall pay as if the Acceptance Test had been completed and the loop accepted. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SBC MISSOURI error, AT&T will be credited for the cost of the acceptance test. Additionally, AT&T may subsequently request and SBC MISSOURI will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SBC MISSOURI to not meet loop continuity test parameters as defined herein, SBC MISSOURI will not charge for any acceptance testing performed on the repair call.

7.2.6* If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SBC MISSOURI's error, SBC MISSOURI will credit AT&T for any charge(s) previously assessed to AT&T for the test.

7.2.7* Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing,

procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SBC MISSOURI to expend additional time and expense.

7.3* Acceptance Testing Billing

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

8.0* COOPERATIVE TESTING

8.1* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by AT&T, Overtime or Premium time charges will apply for Cooperative 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 of the tariffed charges referenced above.

8.2* Intentionally left blank

8.3* Should AT&T desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket. SBC MISSOURI shall not perform or bill AT&T for Cooperative Testing unless AT&T affirmatively requests such testing.

8.4* If the trouble ticket was opened without a request for Cooperative Testing, and AT&T determines that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5* Cooperative Testing Procedure:

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

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

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

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

9.0 SERVICE QUALITY AND MAINTENANCE

9.1* SBC MISSOURI will not guarantee that the local loop(s) ordered will perform as desired by AT&T for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. AT&T-requested testing by SBC MISSOURI beyond these parameters will be billed on a time and materials basis, in 30-minute increments, for the SBC MISSOURI technician time involved, at the rates set forth in the FCC Tariff No. 73, Section 13.4.4, as such tariff may be modified from time to time. If requested by AT&T, Overtime or Premium time charges will apply for requests in off-hours as provided for in such tariff.

9.2* 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 at the tariffed rates references in Section 9.1 above. On loops where AT&T has requested that no conditioning be performed, SBC MISSOURI's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at AT&T's request, SBC MISSOURI will verify continuity, the completion of all requested conditioning, and will repair at no charge to AT&T any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3* For loops currently in service where trouble ticket resolution has identified that excessive bridge taps (bridge taps in excess of 2,500 feet), load coils and/or repeaters are on the

loop and transferring to a new loop is a solution identified by SBC MISSOURI to resolve the trouble ticket, SBC MISSOURI, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from AT&T on a loop currently in service and SBC MISSOURI determines that an LST can be performed, the appropriate SBC Local Operations Center ("LOC") will contact AT&T to inform that an LST will be performed in lieu of AT&T's requested conditioning. In such cases that SBC MISSOURI elects to perform an LST to resolve the identified trouble, AT&T will be billed and shall pay for such LST as outlined in the Pricing Schedule. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC MISSOURI network-related problem, AT&T will not be charged the LST rate or for SBC MISSOURI's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-SBC MISSOURI network-related problem, then the Maintenance of Service charges referenced in Section 9.1 above shall apply, in addition to the LST charge will apply. If a LST is performed, SBC MISSOURI will use its best efforts to minimize any disruption in service.

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

10.0 SPECTRUM MANAGEMENT

10.1 AT&T will advise SBC MISSOURI of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. AT&T, at its option and without further disclosure to SBC MISSOURI, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL loop, AT&T will notify SBC MISSOURI as to the type of PSD mask AT&T intends to use on the ordering form, and if and when a change in PSD mask is made, AT&T will notify SBC MISSOURI as set forth in Section 4.4 above. AT&T will abide by standards pertinent for the designated PSD mask type.

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

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SBC MISSOURI, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum

management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SBC MISSOURI will assign the local loop consistent with the agreed-to spectrum management standards.

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

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

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

11.0 PRICING

11.1 The rates applicable to xDSL Capable Loops and the associated charges are set forth in the Pricing Schedule to the Agreement.

11.1.1 When AT&T orders an xDSL loop, SBC MISSOURI will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, and AT&T requests that SBC MISSOURI perform conditioning, then the conditioning charges set forth in the Pricing Schedule shall

apply. SBC MISSOURI's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

11.1.2 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL loop greater than 12,000 feet in length in which AT&T requests the removal of excessive bridge taps, load coils, and/or repeaters.

11.2 The Parties further understand and agree that nothing in this Attachment shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.

12.0 PERFORMANCE MEASURES

12.1 Performance Measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

13.0 RESERVATION OF RIGHTS/INTERVENING LAW

13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

* The inclusion of the provisions noted above with asterisks in this Attachment 25: xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Attachment 25: xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Attachment 25: xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

ATTACHMENT 25: APPENDIX LINE SHARING

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions under which SBC MISSOURI will make available to AT&T the High Frequency Portion of the Loop (HFPL) for purposes of line sharing in accordance with the FCC's *Triennial Review Order.*[1] Line Sharing is defined as the process by which AT&T provides digital subscriber line service over the same copper loop over which SBC MISSOURI is providing voice circuit switched (POTs) service, with SBC MISSOURI using the low frequency portion of the loop and AT&T using the HFPL. The HFPL consists of the frequency range on the copper loop above the range that carries analog circuit-switched voice transmission. Terms and conditions for line splitting are provided in Appendix UNE Line Splitting. In order to take advantage of this offer, AT&T must currently have an effective Missouri Interconnection Agreement with appropriate rates, terms, and conditions for the ordering of xDSL loops. SBC MISSOURI is not obligated to make available the HFPL as a UNE; provided, however, SBC MISSOURI will continue to make the HFPL available subject to the transitional line sharing conditions set forth in Sections 3.1-3.2.

1.2 The prices at which SBC MISSOURI agrees to provide AT&T with the HFPL and associated charges are contained in the Pricing Schedule.

1.3 SBC MISSOURI agrees to provide AT&T with access to the HFPL in accordance with the rates, terms and conditions referenced in this Appendix Line Sharing and the general terms and conditions applicable to xDSL under Attachment 25 of this Agreement, for AT&T to use in conjunction with xDSL technologies and equipment to provide xDSL services to its end user customers.

1.4 Nothing in this 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 Definitions as written in this Appendix Line Sharing shall apply, however if undefined, the definitions set forth in Attachment 25: DSL and Attachment 6: UNEs will apply to this Appendix.

2.2 "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-

[1] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996,* CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability,* CC Docket No. 98-147 (FCC 03-36), rel. August 21, 2004.

switched voice band transmissions. Voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz). DSL technologies which operate at frequencies above 20,000 Hertz generally will not interfere with voice band transmission. In those instances where SBC MISSOURI has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the SBC MISSOURI central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, SBC MISSOURI will make available access to the HFPL copper subloop pursuant to Attachment 6 UNE, Attachment 13: Collocation and the terms of this Appendix, as applicable. SBC MISSOURI shall only make the HFPL available to AT&T in those instances where SBC MISSOURI also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.3 "Loop" or "xDSL Loop" for purposes of this Appendix only shall refer to a 2-wire copper local loop transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI central office and the loop demarcation point at an End-User premises, that may be conditioned at AT&T's request, in order for AT&T to provide xDSL-based services over the HFPL.

2.4 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.

2.5 "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 AVAILABILITY OF HFPL FOR PURPOSES OF LINE SHARING

3.1 SBC MISSOURI shall make available to AT&T (or its successor or assign) the HFPL for purposes of line sharing in accordance with Sections 3.2-3.4.

3.2 Grandfathered. SBC MISSOURI will continue to provide access to the HFPL, (i) where prior to October 2, 2003, AT&T began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users") and/or (ii) AT&T begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003, and on or before the close of business December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC MISSOURI charged prior to October 2, 2003 and shall continue for Grandfathered End-Users until the earlier of: (1) AT&T's xDSL-base service to the end-user customer is disconnected for whatever reason, or (2) the FCC issues its Order in its Biennial Review Proceeding or any other relevant government action which modifies the FCC's HFPL grandfather clause established in its Triennial Review Order and as to New End-Users, the earlier of: (1) and (2) immediately above; or (3) October 2, 2006.

3.3 Intentionally left blank.

3.4 Beginning October 2, 2006, SBC MISSOURI shall have no obligation to continue to provide the HFPL for AT&T to provide xDSL-based service to any New End-User customers that AT&T began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, AT&T must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC MISSOURI, or through an alternate arrangement, if any, that the Parties may negotiate.

4.0 RESERVATION OF RIGHTS/INTERVENING LAW

4.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 25: APPENDIX UNE LINE SPLITTING

This Appendix to Attachment 25: DSL contains provisions concerning line splitting.

1.0 INTRODUCTION

1.1 SBC MISSOURI will make available xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order.* SBC MISSOURI shall support AT&T's ability to engage in UNE Line Splitting activities as described herein.

1.2 This Appendix is also subject to Attachment UNE and the other provisions of this Agreement.

2.0 DEFINITIONS

2.1 Authorized Advanced Services Provider -- A CLEC, certified in Missouri, with whom AT&T has a relationship to provide xDSL-based services in a UNE Line Splitting arrangement (see Section 2.2 below) over a 2-wire xDSL UNE loop leased by AT&T from SBC MISSOURI.

2.2 "Line Splitting" – for purposes of this Appendix, is generally defined as the process in which one CLEC provides narrow band voice service over the low frequency portion of a 2-wire xDSL loop and a second CLEC provides xDSL-based service over the high frequency portion of the same 2-wire xDSL UNE loop, where the 2-wire xDSL loop is leased by AT&T from SBC MISSOURI. AT&T may provide the voice switching using its own facilities over the low frequency or, if and as available under the Agreement, by using SBC MISSOURI UNE local circuit switching. Nothing herein shall preclude AT&T from providing voice and data over a 2-wire xDSL loop purchased by AT&T from SBC MISSOURI.

2.2.1 UNE Line Splitting involving 2-wire xDSL loop and Unbundled Local Circuit Switching with Unbundled Shared Transport leased by AT&T from SBC MISSOURI ("UNE Line Splitting"): For purposes of this Appendix, UNE Line Splitting is generally defined as those instances where AT&T provides the voice portion of a Line Splitting arrangement (as described in Section 2.2 above) using an unbundled local circuit switching port with unbundled shared transport leased by AT&T from SBC MISSOURI, if and as available under this Agreement. In such cases, AT&T leases an unbundled local circuit switching port with unbundled shared transport and the entire UNE 2-wire xDSL loop from SBC MISSOURI, and SBC MISSOURI will perform operational activities necessary to provide access to these UNEs in a manner that enables AT&T (in conjunction with an authorized Advanced Services Provider) to engage in UNE Line Splitting over the 2-wire x DSL UNE loop.

2.3 For the purpose of this Appendix the term "xDSL" is as defined in Attachment 25: DSL.

2.4 The PSD masks are defined in Attachment 25: DSL.

2.5 For the purposes of this Appendix the term "a splitter" is defined as "a passive device within the SBC MISSOURI central office used to separate the voice and data on a standard copper xDSL capable loop" for purposes of line splitting. Nothing in this Appendix and/or Agreement shall obligate SBC MISSOURI to make available and/or provide a splitter.

2.6 For the purpose of this Appendix the term "2-Wire xDSL capable Loop" is as defined in Attachment 25: DSL.

2.7 For the purpose of this Appendix the term "ULS-ST Port" is as defined in Attachment 6: UNE.

3.0 GENERAL REQUIREMENTS

3.1 SBC MISSOURI agrees to provide AT&T with access to UNEs (including the 2-wire xDSL loop offering and the unbundled local circuit switching port with unbundled shared transport, if and as available under this Agreement), pursuant to Attachment 25: DSL, and Attachment 6: UNE and other applicable terms and conditions under this Agreement in accordance with the FCC's Triennial Review Order, in a manner that allows AT&T to engage in UNE Line Splitting as described in Section 2.2 above.

3.1.1 Intentionally left blank.

3.1.2 Where the existing loop facility allows, AT&T shall have the ability to convert existing AT&T UNE-P voice customers (if and where UNE-P is available under this Agreement) to (1) an arrangement supporting a UNE Line Splitting arrangement or (2) a 2-wire xDSL loop with Local Number Portability.

3.1.3 At AT&T's option, in lieu of a conversion, AT&T shall have the ability to order a new xDSL loop for purposes of UNE Line Splitting.

3.2 Only 2-wire xDSL loops (as described in Attachment 25: DSL) are eligible for UNE Line Splitting. In addition, if AT&T is providing voice service over the loop through the use of SBC MISSOURI's unbundled local circuit switching and unbundled shared transport elements (if and as available under this Agreement), the following conditions must also apply for the duration of the Line Splitting arrangement: (i) the customer's dial tone must originate from an SBC MISSOURI End Office Switch in the Wire Center where the arrangement is being requested; (ii) the xDSL technology attached to the loop by AT&T must not result in any proven and significant degradation of retail local voice service provided over the same loop facility; and (iii) AT&T must not request the removal of load coils for any 2-wire xDSL loop used in a UNE Line Splitting arrangement.

3.3 Whenever AT&T purchases a 2-wire xDSL loop, AT&T shall control the entire loop spectrum.

3.4 SBC MISSOURI will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for UNEs used in a Line Splitting arrangement. This support will be consistent with the support provided to SBC MISSOURI, and SBC MISSOURI's affiliate in Missouri providing advanced services.

3.5 Intentionally left blank.

3.6 Intentionally left blank.

3.7 When AT&T engages in UNE Line Splitting, AT&T is combining SBC MISSOURI provided UNEs with an AT&T- or AASP-provided splitter to create its own platform (as differentiated from a combination of UNEs-only provided by SBC MISSOURI described as a UNE-P or UNE-Platform, if and as available, in this Agreement). The unbundled network elements in a UNE Line Splitting arrangement continue to be treated and inventoried by SBC MISSOURI as stand-alone UNEs that are terminated to AT&T's (or an Authorized Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement (if and as available under this Agreement), SBC MISSOURI will attempt to reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE-Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), SBC MISSOURI will reuse the existing loop facility.

3.8 SBC MISSOURI will provide OSS support as described in Attachment 27, for UNEs used in a Line Splitting arrangement.

3.9 To determine whether a loop facility is xDSL capable, AT&T may utilize the loop make-up information process described in Attachment 25.

3.10 SBC MISSOURI offers procedures to allow AT&T (either solely or through an Authorized Advanced Services Provider) to order UNEs for a UNE Line Splitting arrangement. AT&T is responsible for developing any necessary interfaces between itself and any Authorized Advanced Service Providers.

3.11 Intentionally left blank.

3.12 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to AT&T, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to SBC MISSOURI's retail operations, any affiliate of SBC MISSOURI, or any SBC MISSOURI affiliate providing advanced services or any non-affiliated CLEC carrier.

3.13 Intentionally left blank.

3.14 When services in the high frequency spectrum of a Loop are deleted, upon AT&T's request, SBC MISSOURI will return the customer to voice only service using a UNE-P configuration, and no adverse impact to the customer's existing voice service shall occur, unless the order submitted to SBC MISSOURI specifies a change. The provisioning procedure employed by SBC MISSOURI shall reuse the facilities (unless AT&T requests a new facility), and shall not result in the loss of the customer's working telephone number, or require modifications to the 911 information, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings, unless the service order indicates a change is necessary. The Parties acknowledge that a brief service interruption for a POTS line may occur, but any such interruption shall not exceed that which occurs when SBC MISSOURI reconfigures one of its own POTS lines to from a Line Sharing configuration to voice only service for itself or another carrier. The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

3.15 Upon AT&T's request, SBC MISSOURI shall convert, an AT&T UNE Platform combination, if and as available in this Agreement, provided by SBC MISSOURI to UNEs that may be used in a UNE Line Splitting arrangement or a line sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when AT&T or its Authorized Advanced Services Provider provides a splitter and DSLAM in its collocation space. AT&T or its Authorized Advanced Services Provider shall make all cross-connections within its collocation space. SBC MISSOURI shall be responsible for connecting the 2-wire xDSL loop to the CFA specified by AT&T (or by AT&T through an Authorized Advanced Services Provider). SBC MISSOURI shall also connect the unbundled local circuit switching element to the CFA specified by AT&T (or by AT&T through an Authorized Advanced Services Provider).

3.16 Two cross connects are required when AT&T engages in UNE Line Splitting utilizing unbundled local circuit switching port with shared transport (if and as available under this Agreement) (one cross connect for the unbundled local circuit switching port and one for the 2-wire xDSL loop). This is the same number of cross connects as that required when a CLEC (including SBC MISSOURI's advanced service affiliate) engages in line sharing using a CLEC-owned collocated splitter as described in Appendix Line Sharing.

3.17 SBC MISSOURI will make available, and AT&T will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.

3.18 SBC MISSOURI will be responsible for maintaining and repairing all unbundled network elements provided to AT&T for purposes of line splitting. AT&T is responsible for assuring that any UNEs it chooses to utilize in a UNE Line Splitting arrangement are combined in a manner that allows the UNEs to operate in an integrated fashion, subject to the provisions in this Agreement. Before SBC MISSOURI initiates any activity on a loop facility that may cause an extended disruption of AT&T's end user's voice and/or data service, SBC

MISSOURI shall first make a good faith effort to notify AT&T of the possibility of a service disruption. SBC MISSOURI shall provide a two (2) hour period of time for AT&T to respond to prevent adverse impacts to the retail customer.

3.19 Wholesale billing procedures and usage records (if applicable) for UNEs used in a UNE Line Splitting arrangement will be provided based upon the standard practices which apply to the specific UNEs provided.

3.20 Performance Measures, if any, applicable to provisions of this Appendix, are contained in Attachment 17: Performance Measures of this Agreement.

4.0 AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENT

4.1 Authorized Advanced Service Providers (AASPs) - AT&T may utilize one or more CLECs as an Authorized Advanced Service Provider, as defined in Section 2.1 above, to add, change or delete UNE Line Splitting capabilities on an xDSL-capable UNE Loop employed or ordered by AT&T. The orders issued by AASPs must comply with Attachment 27: OSS Section 7.9.6.

4.2 Liability and indemnification for unauthorized use of SBC's OSS is addressed in Attachment 27: OSS.

5.0 ADVANCED SERVICES EQUIPMENT DEPLOYMENT

5.1 Where AT&T has purchased a 2-wire xDSL UNE loop, AT&T may provide its own splitter either directly or by utilizing an AT&T Authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

5.2 Cross connect options for xDSL loops are available under the terms of Attachment 25: DSL.

5.3 If connections to a collocation arrangement must be established or modified, then AT&T (or AT&T through an Authorized Advanced Services Provider) will provide the connecting facility assignment (CFA) information appropriate to making such connections or modifications.

6.0 DISPUTES

6.1 All disputes arising under this Appendix shall be resolved according to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.0 PRE-ORDERING

7.1 SBC MISSOURI shall provide loop qualification information under the terms of AT&T's Attachment 25, DSL.

8.0 ORDERING

8.1 The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting. Subject to the terms and conditions arising from the CLEC Line Splitting Collaborative meetings and the CMP pursuant to the foregoing, SBC MISSOURI offers ordering procedures that support UNE Line Splitting. Such procedures shall be at parity with UNE Line Splitting procedures offered to SBC MISSOURI's affiliates ordering UNEs to provide UNE Line Splitting. AT&T, at its option, may identify one or more of its Authorized Advanced Service Providers to submit orders on AT&T's behalf, for the purpose of adding, changing or removing capabilities to deliver service for 2-wire xDSL-capable loop purchased by AT&T. SBC MISSOURI will provide appropriate documentation including the order format and business rules required to order the following scenarios outlined in Section 8 of this appendix, if and as available under this Agreement:

8.1.1 Where SBC MISSOURI is line sharing with an AT&T Authorized Advanced Service Provider that is providing its own splitter (as described in the Line Sharing Appendix), conversion to UNEs supporting UNE Line Splitting while leaving the existing loop facilities in place.

8.1.2 For all other line sharing arrangements where SBC MISSOURI is line sharing with a data CLEC, conversion to UNEs supporting UNE Line Splitting and termination of the UNEs to new AT&T designated CFA locations serving either an AT&T collocation arrangement or the collocation arrangement of an AT&T Authorized Advanced Service Provider.

8.1.3 Intentionally left blank.

8.1.4 AT&T may issue a single LSR to migrate an existing UNE-P, if and as available in this Agreement, to a line-splitting arrangement. For purposes of this Appendix, single LSR means that AT&T will have the ability and SBC MISSOURI shall provide the requisite OSS capability and support to convert an existing UNE-P customer to the UNEs (xDSL capable loop and UNE switch port, if and as available in this Agreement) utilized in a line splitting arrangement using a single LSR. Via this process, AT&T will not be required to submit more than one LSR (other than supplemental LSRs to clear errors or make changes to the initial LSR or to condition the facility as provided in SBC MISSOURI's documented procedures) and will not be required to submit any number of "related" or sequentially staged LSRs to effect the conversion.

8.1.5 Change the AT&T designated CFA for any UNE used in a Line Splitting arrangement.

9.0 PROVISIONING

9.1 SBC MISSOURI provisioning activities associated with offering UNEs to AT&T to be used in a UNE Line Splitting arrangement shall not cause a greater degree of service degradation than SBC MISSOURI's advanced services affiliate experiences when it engages in UNE Line Splitting. SBC MISSOURI provisioning activities associated with converting an existing UNE-P (if and as available under this Agreement) to UNEs that may be used in a UNE Line Splitting arrangement shall not introduce a greater degree of service interruption or degradation than experienced when SBC MISSOURI initially provisions the HFPL (as described in the Line Sharing Appendix) on an SBC MISSOURI retail POTS service.

9.2 For any procedure in Section 8 above not currently available, AT&T and SBC MISSOURI shall negotiate and implement mutually agreeable provisioning procedures in accordance with the CMP.

10.0 MAINTENANCE

10.1 SBC MISSOURI will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a line splitting arrangement in accordance with the provisions contained elsewhere in this agreement for that UNE.

11.0 BILLING

11.1 Any chargeable activities initiated by AT&T (or by AT&T through an AT&T Authorized Advanced Services Provider), shall be billed by SBC MISSOURI to AT&T per the terms of this Agreement.

12.0 RESERVATION OF RIGHTS

12.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3.0 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

ATTACHMENT 26: HOT CUT SERVICES, INCLUDING BATCH HOT CUTS*

1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for hot cut services provided by SBC MISSOURI.

1.2 Intentionally left blank.

1.3 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.4 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by AT&T.

1.5* SBC MISSOURI agrees to provide three types of batch hot cut process offerings: Enhanced Daily Hot Cuts (EDC), Defined Batch Hot Cuts (DBC) and Bulk Project Hot Cuts (BPC), as further defined below. For each type of service, SBC will provide both a Frame Due Time Conversion of Service (FDT) option and a Coordinated Hot Cut Conversion of Service (CHC) option according to the terms of this Attachment.

1.5.1* Enhanced Daily Hot Cuts: The Enhanced Daily process option is designated to support hot cuts associated with new customer acquisitions. SBC MISSOURI places no limitations on the number of EDC orders or line quantities AT&T may place per day.

1.5.2* Defined Batch Hot Cuts: The Defined Batch Hot Cut process option is designated to support hot cuts associated with the conversion of AT&T's embedded base customers and new acquisitions from service provisioned using SBC MISSOURI-provided switching to service provisioned using AT&T-provided switching. With this option, AT&T can request up to 100 hot cuts per day per central office, scheduled at any hour of any day (except Sunday); however, the maximum number of DBH that may be scheduled is limited to a total of 200 hot cuts per day per central office for all CLEC DBH requests combined.

1.5.3* Bulk Project Hot Cuts: The Bulk Project process is designed to support large volumes of hot cuts associated with the conversion of AT&T's embedded base customers from service provisioned using SBC MISSOURI-provided switching to service provisioned using AT&T-provided switching. With this option, AT&T and SBC will work together to plan the migration of a large, negotiated, number of loops. The number of loops to be migrated will be negotiated between AT&T and SBC and may be much higher than the 100-loop maximum under the DBC offering.

1.6* SBC MISSOURI shall develop and use a provisioning tracking system to permit exchange of status information between AT&T and SBC MISSOURI. Real time electronic notification

must be available for order status, testing status, and notification of individual loop cut completion, e.g., no dial tone, go-ahead for cut, cut completion, loop acceptance.

2.0* BATCH HOT CUT PROCESS OFFERINGS

2.1* SBC MISSOURI will provide the hot cut services identified in Section 1.5 of this Attachment 26 for migration requests from SBC MISSOURI retail service, resold service, and, to the extent present on SBC MISSOURI's network, UNE-P to unbundled 2 wire Loops with LNP and standalone LNP as described in SBC's CLEC Online website and any others mutually agreed between the Parties: AT&T corrects what it believes to be a typo

2.2* Batch size requirements (irrespective of loop type to be converted) are set forth below:

2.2.1* For DBC requests, SBC MISSOURI will cutover 20 lines per hour during normal business hours and 25 lines per hour outside of normal business hours.

2.2.2* Timing of Batch Conversions shall be as set forth below:

2.2.2.1* SBC MISSOURI shall specify the lines to be cut (i.e., the 20 lines per hour during normal business hours, 25 lines per hour outside of normal business hours) within a specific one–hour window, and report back to AT&T via the electronic tracking system described in Section 1.6. All (up to a maximum of 20) of an end-user's lines will be scheduled to be cut in the same one-hour window.

2.3* Process Requirements shall include:

2.3.1* AT&T may include multiple LSRs in a single batch (i.e., the ability to submit individual LSRs with a batch identifier).

2.3.2* SBC MISSOURI shall provide OSS functionality, as delineated in Attachment 27, including but not limited to:

2.3.2.1* Electronic pre-ordering, including but not limited to due date scheduling, and batch identifier assignment

2.3.2.2* Flow-through levels for ordering and provisioning

2.3.2.3* "As is" directory listings pursuant to LSOR Guidelines.

3.0 FDT SERVICE DESCRIPTION

3.1 Frame Due Time Hot Cut (FDT) Service describes a hot cut that is scheduled for a predetermined time with no CLEC coordination required.

3.2 SBC MISSOURI shall approve FDT requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

3.3 AT&T shall order these services from SBC MISSOURI by delivering to SBC MISSOURI valid Local Service Request(s) (LSR(s)), and SBC MISSOURI shall provide AT&T with Firm Order Confirmation(s) (FOC(s)) and other response notifications as provided for in this Attachment. SBC MISSOURI will designate a due date and time that SBC MISSOURI commits to meet.

4.0 CHC SERVICE DESCRIPTION

4.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits AT&T to request a Designated Installation and/or Conversion of Service during, or after, normal business hours.

4.2 AT&T will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables AT&T to schedule and coordinate particular provisioning requirements with SBC MISSOURI.

4.3 SBC MISSOURI shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. AT&T shall order these services from SBC MISSOURI by delivering to SBC MISSOURI a valid Local Service Request (LSR), and SBC MISSOURI shall provide AT&T with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

4.4 When submitting the LSR AT&T will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC MISSOURI cannot comply with the request, in its FOC, SBC MISSOURI will designate a due date and time that SBC MISSOURI commits to meet.

5.0 PRICING

5.1* Specific rates for batch hot cuts are set forth in the Pricing Schedule.

5.2 In the event SBC MISSOURI fails to meet a CHC Service commitment for reasons within the control of SBC MISSOURI, SBC MISSOURI will not charge AT&T a CHC Service charge. However, in the event SBC MISSOURI misses a CHC Service commitment due to AT&T, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply.

6.0* SERVICE INTERVALS

6.1* EDC migrations shall have an interval of three business days.

6.2* DBC migrations shall have an interval of thirteen business days.

6.3* BPC migrations shall have an interval negotiated by AT&T and SBC MISSOURI on a case-by-case basis.

7.0 VALIDATION, TESTING AND QUALITY ASSURANCE REQUIREMENTS

7.1 Intentionally left blank.

7.2 AT&T and SBC MISSOURI shall work cooperatively to insure database integrity is achieved between carrier CFA assignments. This cooperative effort will include at a minimum: AT&T ensuring that its processes support database integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by SBC MISSOURI to allow AT&T to identify and synchronize such database.

7.3* The Batch Process should have no negative impacts on related systems or processes, including but not limited to:

- *E911 "unlocks"
- *Number porting
- *Availability of repair testing capabilities
- *Repair databases
- *Billing systems migrations
- *Provisioning systems such as TIRKS (Trunks Integrated Records Keeping System)

8.0 RESERVATION OF RIGHTS/INTERVENING LAW

8.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

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