TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

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 SOUTHWEST REGION 5-STATE. 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 SOUTHWEST REGION 5-STATE. 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: xDSL[1]

1.0 INTRODUCTION[2]

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

2.4 Intentionally left blank

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7 Liability

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

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

3.8 Indemnification

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

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

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

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

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

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

4.0 UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

4.1 xDSL-Capable Loops and Subloops

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0* ACCEPTANCE TESTING

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

7.2* Acceptance Testing Procedure:

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

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

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

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

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

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

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

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

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

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

7.3* Acceptance Testing Billing

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

8.0* COOPERATIVE TESTING

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

8.2 Intentionally left blank.

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

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

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

8.5* Cooperative Testing Procedure:

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

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

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

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

9.0 SERVICE QUALITY AND MAINTENANCE

9.1 Intentionally left blank.

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

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

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

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

10.0 SPECTRUM MANAGEMENT

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

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

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

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

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

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

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

11.0 PRICING

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

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

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

12.0 RESERVATION OF RIGHTS/INTERVENING LAW

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

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS

Appendix to Attachment 25 xDSL

1. INTRODUCTION

1.1. This Appendix to Attachment 25 sets forth the terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process for xDSL Loops and xDSL Subloops where CLEC requests such removal after its order for an xDSL Loop or xDSL Subloop has been completed. This process is available to CLEC as an alternative to SBC MISSOURI' existing ordering processes but applies only to completed loops.

2. DEFINITIONS

2.1 "**Minimum qualifications**" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.

2.2 "**No Sync situation**" as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.

2.3 "**Removal of All or Non-Excessive Bridged Tap**" as used herein means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request in connection with CLEC's xDSL Loop or xDSL Subloop.

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

3.1. CLEC may request Removal of All or Non-Excessive Bridged Tap by either (1) ordering an xDSL Loop or xDSL Subloop and requesting such removal on its original service order or (2) generating a trouble ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) after the service order for an xDSL Loop or xDSL Subloop has completed and specifying the type of bridged tap conditioning requested on the trouble ticket. If CLEC selects option (1) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in Attachment 25 xDSL. If CLEC selects option (2) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in the following sections of this Appendix. Irrespective of whether CLEC selects option (1) or options (2), the limitations set forth in Section 3.3 shall apply.

3.2. Upon CLEC's request, the LOC will investigate and will address any SBC MISSOURI non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC MISSOURI does not guarantee the synchronization of any loop.

3.3. Except as otherwise provided below, in response to CLEC's request for removal of All or Non-Excessive Bridged Tap, either in its original order or in a trouble ticket, SBC MISSOURI will offer CLEC a zero plus five (0 + 5) business day interval, subject to Sections 3.3.1 and 3.3.2 below.

3.3.1. In those instances where SBC MISSOURI determines it is not possible to remove All or Non-Excessive Bridged Tap, e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC MISSOURI, SBC MISSOURI has no obligation to perform the requested conditioning.

3.3.2. In those instances where SBC MISSOURI determines that it can Remove All or Non-Excessive Bridged Tap but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC MISSOURI, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC MISSOURI will respond to CLEC's request for Removal of All or Non-Excessive Bridged Tap for xDSL Loops and xDSL Subloops in parity with the repair intervals SBC MISSOURI provides to its advanced services affiliate(s) in MISSOURI

3.3.3. SBC MISSOURI will advise CLEC as soon as possible when SBC MISSOURI is unable to remove All or Non-Excessive Bridged Tap or is unable to meet the zero plus five (0 + 5) business day interval.

3.4. If Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on a trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for SBC MISSOURI to condition the loop as requested.

3.5. CLEC shall pay the appropriate conditioning charges for Removal of All or Non-Excessive Bridged Tap as set out in the Pricing Schedule set out in this Appendix.

4. TESTING

4.1. All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and xDSL Subloops, as applicable, set out in Attachment 25 of this Agreement.

4.2. CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to SBC MISSOURI interferor information on the loop or subloop at the time of opening the trouble ticket. For best results, CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE/SERVICE ASSURANCE

5.1. Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed and CLEC shall pay the Maintenance Service Charge on a Time and Material basis in accordance with Section 7 of Attachment 25 - xDSL.

5.2. CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:

5.2.1. By calling the LOC and opening a manual ticket with its specific conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2. By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.

3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC MISSOURI LOC. Vendor meet procedures can be found in SBC MISSOURI' CLEC On-Line Handbook.
4. It is CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC MISSOURI e.g., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information.
5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops and Subloops provided for in Attachment 25 of this Agreement.

5.3. Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:

5.3.1. if the trouble ticket is opened for a loop that is 12,000 feet or greater in Actual Loop Length, SBC MISSOURI will use that designation and the initiation of the trouble ticket by CLEC as approval for loop conditioning and the loop will be conditioned by SBC MISSOURI. CLEC will then be billed and shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement upon the completion of the requested conditioning by SBC MISSOURI.

5.3.2. if the trouble ticket is opened for a loop that is less than 12, 000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC MISSOURI will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement, for any conditioning performed by SBC MISSOURI at CLEC's request.

5.3.3. In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC MISSOURI LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4. Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

6.1. The rates that SBC MISSOURI shall charge and CLEC shall pay for the Removal of All or Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge
Pricing Schedule

MISSOURI	SBC MISSOURI RECURRING		SBC MISSOURI NON-REC.	
	Monthly			
Removal of All Bridged Tap				
DSL Loops - >12KFT and < 17.5KFT				
Removal of All Bridged Tap	N/A		$876.63	N/A
Removal of Non-Excessive Bridged Tap				
DSL loops - >0KFT and < 17.5KFT				
Removal of Non-Excessive Bridged Tap	N/A		$338.64	N/A
Removal of All Bridged Tap > 17.5KFT				
DSL Loops - > 17.5KFT - per element				
Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		$338.64	N/A
Removal of Non-Excessive Bridged Tap > 17.5KFT				
DSL Loops - >17.5KFT - per element				
Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		$338.64	N/A

(1) All of the Missouri RABT rates set forth above on this Missouri RABT Pricing Schedule are interim and subject to retroactive true-up upon the Missouri Public Service Commission's establishment of RABT rates, as more specifically provided in Paragraph 6.1 above.

(2) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, interim, non-recurring rate of $338.64 With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, interim, non-recurring rate of $338.64 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay an interim non-recurring rate of $338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 338.64).

(3) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the interim, flat, non-recurring rate of $338.64 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay an interim non-recurring rate of $338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

ATTACHMENT 27:
ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the resale services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Missouri-specific agreement, SBC's OSS is based upon a 13-State platform. In order to access OSS for transactions in other SBC states, CLEC must have OSS terms and conditions in such state.

1.2 SBC Communications Inc. means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a/ SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 SBC MISSOURI - As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC owned ILEC doing business in Missouri.

1.4 SBC MISSOURI has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2.0 DEFINITIONS

2.1 "LSC" means the Local Service Center (LSC) for SBC MISSOURI.

2.2 "LOC" means the Local Operations Center (LOC) for SBC MISSOURI.

2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC MISSOURI.

2.4 "Service Bureau Provider (SBP)" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC MISSOURI's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3.0 GENERAL CONDITIONS

3.1 Resale and Section 251 (c)(3) Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC MISSOURI shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. (Issue #1)

3.2 When SBC MISSOURI introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC MISSOURI believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC MISSOURI shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.3 When SBC MISSOURI retires interfaces in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 CLEC agrees to utilize SBC MISSOURI electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through SBC MISSOURI. In addition, CLEC agrees that such use will comply with SBC MISSOURI's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC MISSOURI against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of SBC MISSOURI's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC MISSOURI for any and all damages caused by such unauthorized entry.

3.5 Within SBC MISSOURI, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's Customer where CLEC has obtained an authorization for release of CPNI from the Customer.. (ISSUE #1)

3.5.1 CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law.

3.5.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC MISSOURI harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an Customer. (ISSUE #1)

3.6 Intentionally Left Blank

3.7 In the event SBC MISSOURI has good cause to believe that CLEC has used SBC MISSOURI OSS in a way that conflicts with this Agreement or Applicable Law, SBC MISSOURI shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC MISSOURI's Notice of Misuse, which shall be provided to SBC MISSOURI within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC MISSOURI's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement. In the event CLEC disagrees with SBC MISSOURI's allegation of misuse, either Party may invoke Dispute Resolution per 3.8 below.

3.8 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC MISSOURI's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC MISSOURI's OSS shall be governed by Section 9.0 of the General Terms and Conditions of the Agreement.

3.9 In the event CLEC does not agree that CLEC's use of SBC MISSOURI's OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC MISSOURI, then the Parties agree to the following steps:

3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has remedied the misuse in a manner acceptable to both Parties.

3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement. Such efforts shall begin as soon as CLEC has received the Notice of Misuse and shall continue until the issue has been resolved or Dispute Resolution has been invoked by either Party.

3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, SBC MISSOURI shall have the right to conduct an audit of CLEC's use of the SBC MISSOURI OSS. Upon notice and good cause shown, SBC MISSOURI shall have the right to conduct an audit of CLEC's use of the SBC MISSOURI OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC MISSOURI OSS is justified under the circumstances that exist at the time SBC MISSOURI elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC MISSOURI OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC MISSOURI shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC MISSOURI's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC MISSOURI with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC MISSOURI's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC MISSOURI agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC MISSOURI, or any SBC affiliate.

3.11 When Resale Service and Section 251 (c)(3) UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC MISSOURI and CLEC will use manual processes. Should SBC MISSOURI develop electronic interfaces for these functions for itself, SBC MISSOURI will make electronic access available to CLEC. (ISSUE #1)

3.12 The Information Services (I.S.) Call Center for the SBC MISSOURI region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.13 SBC MISSOURI will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.14 SBC MISSOURI shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC MISSOURI shall list the business days and hours for each call center in SBC-13STATE's CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC [Connecticut center NA]& MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

SBC MISSOURI shall ensure adequate coverage in its service centers during these minimum hours.

3.15 The Parties will follow the final adopted guidelines of **"**SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", in accordance with the Change Management principles**.** Those guidelines, or a successor, as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.16 SBC MISSOURI will continue to maintain the editing capabilities of SBC MISSOURI's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

3.17 Intentionally Left Blank

3.18 Due to enhancements and on-going development of access to SBC MISSOURI's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC MISSOURI shall provide proper notice of interface phase-out as required by the Change Management Process.

3.19 CLEC is responsible for obtaining operating system software and hardware to access SBC MISSOURI OSS functions as specified in Sections 8 and 9 of this Attachment.

4.0 PREORDER INTERFACES & FUNCTIONALITY

4.1 SBC MISSOURI will provide real time access to pre-order functions to support CLEC ordering of Resale services and Section 251 (c)(3) UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC MISSOURI ordering requirements. (ISSUE #1)

4.2 Pre-Ordering functions for Resale Services and UNEs include:

4.2.1 Feature/Service Availability:

4.2.1.1 Feature Inquiry provides SBC MISSOURI with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides SBC MISSOURI Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry:
Access to SBC MISSOURI retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

4.2.3 Telephone Number Inquiry:
SBC MISSOURI provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the Customer (where available). (ISSUE #1)

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry:
SBC MISSOURI provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:
SBC MISSOURI provides pre-order loop qualification information specific to Section 251 (c)(3) UNE DSL capable and Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00. (ISSUE #1)

4.3.2 Common Language Location Indicator (CLLI) Inquiry:
SBC MISSOURI provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:
SBC MISSOURI provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry**:**
SBC MISSOURI provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and Section 251 (c)(3) UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC MISSOURI to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC MISSOURI. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which SBC MISSOURI provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and Section 251 (c)(3) UNE. DataGate follows industry guidelines, but is based on SBC MISSOURI'S proprietary pre-ordering functionality. (ISSUE #1)

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC MISSOURI provides CLEC access to the functions of pre-ordering to order SBC MISSOURI consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC MISSOURI provides CLEC access to the functions of pre-ordering to order SBC MISSOURI business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC MISSOURI Resale service.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC MISSOURI will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:
SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5.0 ORDERING/PROVISIONING

5.1 SBC MISSOURI provides access to ordering functions to support CLEC provisioning of Resale services and Section 251 (c)(3) UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC MISSOURI to provision in accordance with applicable SBC MISSOURI LSOR ordering requirements. SBC MISSOURI will provide CLEC access to one or more of the following systems or interfaces: (ISSUE #1)

5.2 Service Order Request System Availability

5.2.1 SBC MISSOURI makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC MISSOURI Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and SBC MISSOURI will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC MISSOURI's Resale Service and Section 251 (c)(3) UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 Web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 C-EASE is available in SBC-MISSOURI for the ordering of consumer Resale services.

5.2.4 B-EASE is available in SBC-MISSOURI for the ordering of business Resale services.

5.2.5 SORD interface provides CLECs in SBC-MISSOURI with the ability to create Resale and Section 251 (c)(3) UNE orders as well as certain complex Resale and Section 251 (c)(3) UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). (ISSUE #1)

5.2.5.1 SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC MISSOURI OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.7 In ordering and provisioning Section 251 (c)(3) Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC MISSOURI will utilize industry ASR guidelines developed by OBF based upon SBC MISSOURI ordering requirements. (ISSUE #1)

5.3 Additional Terms for Provisioning

SBC MISSOURI will provision Resale services and Section 251 (c)(3) UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces: (ISSUE #1)

5.3.1 Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in SBC-MISSOURI pending orders can be viewed in SORD.

5.3.2 When CLEC places an electronic order using SBC MISSOURI'S LSOR-based ordering system (e.g. EDI and LEX) or the ASR-based ordering system as described in Section 5.2.7 above, SBC MISSOURI will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the SBC MISSOURI confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, SBC MISSOURI will provide CLEC with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, SBC MISSOURI will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the SBC LSOR.

5.3.2.1 Post to Bill Notification is sent to CLEC for each complete LSR/PON after all serve orders associated with the request post to billing. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the SBC LSOR.

5.3.3 As detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 If CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3, service orders on which errors occur will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements..

6.0 MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format

Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC MISSOURI. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC MISSOURI will exchange requests over a mutually agreeable X.25-based network.

7.0 BILLING MEDIA AND INTERFACES

7.1 SBC MISSOURI will bill CLEC for Resold services and UNEs. SBC MISSOURI will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC MISSOURI will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as selected by CLEC. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC's Local Exchange Tariff.

7.2.3 For Resale Services, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.

7.2.4 Intentionally Left Blank

7.2.5 CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.6 SBC MISSOURI will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

7.3 Electronic access to billing information for Section 251 (c)(3) UNE will also be available via the following interfaces:

7.3.1 SBC MISSOURI makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.

7.3.3 CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's Customers, utilizing SBC MISSOURI ports, change their Competitive Local Exchange Carrier. (ISSUE #1)

8.0 REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For SBC SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC MISSOURI LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC OSS via the public internet.

8.3 CLEC shall use TCP/IP to access SBC MISSOURI OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC MISSOURI**,** SBC-2STATE**,** SBC MIDWEST REGION 5-STATE, or SBC CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9.0 DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with SBC MISSOURI data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC MISSOURI network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC MISSOURI'S premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found,

documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC MISSOURI, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC MISSOURI will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC MISSOURI, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each party shall utilize OSS resources for approved business purposes only.

9.5.2 Intentionally Left Blank

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated by CLEC on a regular basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly.

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC MISSOURI or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). SBC MISSOURI will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Section 251 (c)(3) unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement. (ISSUE #1)

10.2 Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

11. OSS TRAINING COURSES

11.1 Prior to initial live system usage, CLEC must complete user education classes for SBC MISSOURI-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section.

CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC MISSOURI and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon SBC MISSOURI availability and will be coordinated among CLEC, the CLEC's SBC MISSOURI Account Manager, and SBC MISSOURI Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date, and such cancellation results in the cancellation or rescheduling of such class(es). CLEC agrees to provide to SBC MISSOURI completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC MISSOURI's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. SBC MISSOURI is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude SBC MISSOURI from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided however, SBC MISSOURI may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only.

13. MISCELLANEOUS CHARGES

13.1 For SBC MISSOURI region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.5 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 CLEC requesting the Local Disconnect Report, as described in 7.2.6 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 Should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC MISSOURI on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 SBC MISSOURI shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC MISSOURI OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access SBC MISSOURI application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC MISSOURI to allow Service Bureau Provider to establish access to and use of SBC MISSOURI's OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC MISSOURI shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC MISSOURI shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 SBC MISSOURI shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC MISSOURI's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC MISSOURI's OSS) which could not be avoided by SBC MISSOURI through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Big River Telephone Company, LLC

Signature: [signature]

Name: Gerard J Howe

Title: Chief Executive Officer

Date: August 9, 2005

Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI By SBC Operations, Inc., Its authorized agent

Signature: _____

Name:

Title: AVP – Local Interconnection Marketing

Date: _____

Intercarrier Compensation Option Choice:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

Arbitration Result - Conformed to MO Arbitration Award T0-2005-0336.

IN WITNESS WHEREOF, this Embedded Base Rider to the Agreement was exchanged in triplicate on this 9th day of August, 2005, by the Parties, signing by and through their duly authorized representatives

Big River Telephone Company, LLC

By: [signature]

Name: Gerard J Howe
(Print or Type)

Title: Chief Executive Officer
(Print or Type)

Date: August 9, 2005

FACILITIES-BASED OCN # 9562

ACNA LGD

Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI By SBC Operations, Inc.,
Its authorized agent

By: _____

Name: _____
(Print or Type)

Title: _____
AVP – Local Interconnection Marketing

Date: _____