

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. Unless the context clearly indicates that the terms "Unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251 or required to be unbundled under Section 271, these terms shall be read to include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act, and those required to be unbundled under state law.

- 1.1 Subject to Section 2.5 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.

1.2 UNEs₁ and Declassification

- 1.2.1 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs₁, to address the network elements that continue to be available to CLEC under Section 271 of the Act or under state law even if Declassified.

- 1.2.2 In this Attachment UNE and Agreement, the terms "Declassified" or "Declassification" mean the situation where SBC MISSOURI is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting telecommunications carriers are not impaired without access to a particular network element on an unbundled basis.

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- 1.2.4 The Parties agree that the FCC in its Triennial Review Order determined that interconnection facilities that ILECs are required to provide for Section 251(c)(2) interconnection are not Declassified.

- 1.2.5 SBC MISSOURI agrees that it is required under Section 271 of the Act to provide CLEC with non-discriminatory access to local loop transmission from the central office to the customer's premises, local

transport from the trunk side of SBCMISSOURI's switch, and local switching, and that such network elements must be made available at just and reasonable rates.

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1.2.7 Transition Plans for Network Elements that No Longer Are UNEs Under Section 251

- 1.2.7.1 The FCC in the TRRO determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to the following unbundled network elements: high-capacity loops and high-capacity transport in certain locations, to dark fiber transport and to mass-market unbundled local circuit switching and UNE-P. For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005. The terms and conditions for implementing the transition plans described in the TRRO are set out in detail for each of the affected network elements in subsequent sections of the Attachment.

2.0 General Terms and Conditions

- 2.1 This Attachment sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC MISSOURI is only obligated to make available UNEs and access to UNEs to CLEC in SBC MISSOURI's incumbent local exchange areas. SBC MISSOURI has no obligation to provide such UNEs to CLEC for the purposes of CLEC providing and/or extending service outside of SBC MISSOURI's incumbent local exchange areas. In addition, SBC MISSOURI is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by an 251(c) obligations in geographic areas other than SBC MISSOURI's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Attachment, and any associated provision set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall apply to the Parties and be available to CLEC in MISSOURI for provisioning Telecommunications Services within an SBC MISSOURI incumbent local exchange area(s) in the State in which this Agreement with SBC MISSOURI has been approved by the relevant state Commission and is in effect. Further, the Parties agree that SBC MISSOURI is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 1.2 above, and elsewhere in this Appendix.

- 2.1.1 In order to access and use UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to UNEs. Furthermore, by FCC rule, CLEC is prohibited from using an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services. Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier certificated by the Missouri Commission to provide local exchange service, and that it will notify SBC MISSOURI as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify SBC MISSOURI shall constitute a material breach of this Agreement.
- 2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, SBC MISSOURI will develop and implement such processes, subject to any associated rates, terms and conditions SBC MISSOURI shall use existing processes already developed, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the agreed upon timeframe.
- 2.3 As required by 47 C.F.R. 51.309(a), SBC MISSOURI will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, network elements or Unbundled Network Elements for the service(s) CLEC seeks to offer.
- 2.4 SBC MISSOURI will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SBC MISSOURI's network for access to Unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SBC MISSOURI will make the requested connection.
- 2.4.1 Except with respect to Arrangements described in Section 2.20, SBC MISSOURI shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.
- 2.5 SBC MISSOURI shall permit CLEC to commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with any wholesale service, including network elements available under Section 271, obtained from an incumbent LEC. Upon request, SBC MISSOURI will perform all functions necessary to commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with one or more facilities or services that CLEC has obtained at wholesale, including network elements available under Section 271, from an incumbent LEC. SBC MISSOURI shall not deny CLEC access to a UNE available under Section 251 or a combination of UNEs available under Section 251 on the grounds that one or more of the elements: (1) is connected to, attached to, or combined with, a facility or service obtained from an incumbent LEC; or (2) shares part of SBC MISSOURI's network with access services.
- 2.6 SBC MISSOURI shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC MISSOURI, receives the same quality of service that SBC MISSOURI provides to its own retail customers that receive service from SBC MISSOURI utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC MISSOURI provides itself or any subsidiary, affiliate, or other party (presently found at 47 CFR § 51.311(a), (b)). UNEs available under Section 251 or under Section 271 that are provided to CLEC under the provisions of this Attachment shall remain the property of SBC MISSOURI.

- 2.7 At CLEC's request, SBC MISSOURI shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at CLEC's request, SBC MISSOURI shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC MISSOURI's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at CLEC's request, SBC MISSOURI shall also combine for CLEC any sequence of Unbundled Network Elements that SBC MISSOURI "ordinarily combines" for itself or its end users. SBC MISSOURI shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by SBC MISSOURI or SBC MISSOURI's end users where SBC MISSOURI provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and SBC MISSOURI will not have an obligation to provide the combination, if (1) SBC MISSOURI does not provide services using such a combination of unbundled network elements; (2) where SBC MISSOURI does provide services using such combination, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Missouri Public Service Commission does not require SBC MISSOURI to provide as an unbundled network element.
- 2.8 CLEC may combine any Unbundled Network Element with any other element, service, or functionality without restriction, except as delineated in this agreement. Other than the limitations and restrictions set out in Section ____ of this Attachment, there shall be no prohibition against combining unbundled network elements with tariffed services. This paragraph does not limit CLEC's ability to purchase services under applicable SBC MISSOURI's resale tariff or under the resale appendix that is part of this Agreement while also utilizing the UNE provisions of this Agreement to the same end use customer. This paragraph does not limit CLEC's ability to permit IXC's to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit CLEC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section 6 of this Attachment. Further, when customized routing is used by CLEC, pursuant to Section 6.7 of this Attachment, CLEC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.
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- 2.10 SBC MISSOURI will provide Unbundled Network Elements as outlined in this Attachment where facilities exist in SBC MISSOURI's network at the time of CLEC's request. SBC MISSOURI will modify its network as may be required by the Act to make facilities available to CLEC for Unbundled Network Element orders. If facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.
- 2.11 CLEC may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.
- 2.12 SBC MISSOURI will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Network Elements and Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Network Elements or the Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this

Agreement. SBC MISSOURI will allow CLEC to order each Unbundled Network Element individually or in combination with any other Network Elements or any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements or Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with SBC MISSOURI's network. Any request by CLEC for SBC MISSOURI to provide a type of connection between Network Elements that is not currently being utilized in the SBC MISSOURI network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.37.

- 2.13 When CLEC orders Unbundled Network Elements in combination or as a Commingled Arrangement, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination or commingling (e.g., POTS, ISDN), SBC MISSOURI will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. For example, loop/switch port combinations ordered by CLEC for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SBC MISSOURI's delivery of service to its POTS customers served through equivalent SBC MISSOURI loop and switch ports. Network element combinations provided to CLEC by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.14 For each Unbundled Network Element, to the extent appropriate, SBC MISSOURI will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC MISSOURI provides contiguous Unbundled Network Elements to CLEC, SBC MISSOURI will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to CLEC.
- 2.15 In the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any SBC tariffed service or any network elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement or by seeking resolution at the Missouri Commission. In any dispute resolution proceeding, or Commission proceeding, SBC MISSOURI shall have the burden, to prove that (1) such denial is authorized by the FCC's Triennial Review Order or the FCC's TROO, the Missouri Commission's arbitration decisions, or applicable court decisions, including *Verizon Comm. Inc.* or (2) that the combination is not technically feasible and would undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with SBC MISSOURI's network. Notwithstanding the above, SBC shall install the disputed combination according to the standard intervals and provide the requested combination during the dispute resolution process.
- 2.16 "Pre-existing Combinations" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Unbundled Network Elements."

2.16.1 “Contiguous Interconnection of Network Elements” means the situation when CLEC orders from SBC MISSOURI all of the SBC MISSOURI UNEs required either

- (1) to convert another LEC's pre-existing end user customer who was served by resale or solely by UNEs to CLEC's customer, where CLEC will serve that customer using only UNEs obtained from SBC MISSOURI;
- (2) to convert CLEC's end user customer who was served by resale to being served by UNEs obtained from SBC MISSOURI; to convert to a combination of UNEs-only an SBC-13 STATE End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer
- (3) to convert an SBC MISSOURI end user customer to CLEC's customer, where CLEC will serve that customer using only UNEs obtained from SBC MISSOURI; or
- (4) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance (“OS/DA”) calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC MISSOURI, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service.

2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the agreed upon timeframe. SBC MISSOURI shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond an agreed upon timeframe.

2.18.3 Except as agreed to by the parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.3 prohibits SBC MISSOURI from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount.

2.18.4 For UNE conversion orders for which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge CLEC the Electronic Service Order (Flow Thru) Record Simple charge for processing CLEC's orders until such process has

been developed and CLEC agrees to immediately use the electronic process. Then SBC MISSOURI may charge the applicable service order charges and record change charges.

- 2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.
- 2.18.6 Unbundled network elements that have been Declassified will be available to CLEC as UNE combinations under Section 251 during the FCC's mandated transition plan in the TRRO only if CLEC could request and SBC would be required to provide each UNE separately. SBC shall convert wholesale services to a UNE or UNE combination if CLEC would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.
- 2.18.6.1 This section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC MISSOURI service.
- 2.18.7 In requesting a conversion of an SBC MISSOURI service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC-MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted. SBC MISSOURI shall begin billing CLEC at the pricing applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion.
- 2.18.8 Nothing in this Attachment or Agreement is intended to permit or permits CLEC to supersede or dissolve any contract with SBC MISSOURI related to services that might be affected by Section 2.18, including but not limited to, contracts under which CLEC obtains discounted special access services. CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.
- 2.19 **Commingling**
- 2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.
- 2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines

as applicable provided, however, that compliance with such guidelines shall not delay SBC MISSOURI's implementation of Commingling beyond the agreed upon timeframe.

- 2.19.2 Except as prohibited or restricted, in Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or MISSOURI Commission rules and orders.
- 2.19.3 Upon request, and subject to Section 2, SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI (as well as requests where CLEC also wants SBC MISSOURI to complete the actual Commingling), except that SBC MISSOURI shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC MISSOURI's network. CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and SBC MISSOURI shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services
- 2.19.4 The Parties agree that the Commingled Product Set identified in this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.
 - 2.19.4.1 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
 - 2.19.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, When ordering Commingling or a Commingled Arrangement, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC MISSOURI or another ILEC sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. SBC MISSOURI shall take all reasonable steps to implement CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to CLEC's customer's service.
 - 2.19.4.3 SBC MISSOURI shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC MISSOURI. If any Commingling requested by CLEC requires physical work to be performed by SBC MISSOURI, and if an existing charge applies to that work, SBC MISSOURI shall so inform CLEC and, in such instance, SBC MISSOURI shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. SBC MISSOURI's Preliminary Analysis to a the BFR _shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC MISSOURI to perform work not required by this Section 2.19.4, CLEC shall be charged _a market-based rate for any such work.
- 2.19.5 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any SBC MISSOURI tariff, including without limitation SWBT Tariff F.C.C. No. 73 (with "ratcheting" and "ratcheted

rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.

2.19.6 Nothing in this Agreement shall impose any obligation on SBC MISSOURI to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the MISSOURI Commission or court decision, imposed by statute, or by FCC or MISSOURI Commission rule.

2.19.7 Where a Commingled Arrangement to be provided to CLEC involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

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2.19.9 Subject to this 2.19, SBC MISSOURI shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC MISSOURI; or

2.19.9.2 Shares part of SBC MISSOURI's network with access or wholesale services

2.20 EELs Eligibility Requirements for Access to Certain UNEs

2.20.1 Notwithstanding anything in this Agreement to the contrary SBC MISSOURI agrees to make available to CLEC Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. SBC MISSOURI shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with SBC MISSOURI's network. SBC MISSOURI shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order and in this Attachment 6.

2.20.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.20.1.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

- 2.20.1.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.
- 2.20.2 SBC MISSOURI shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.2.1 and 2.20.1.2.2) unless CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested.
 - 2.20.2.1 CLEC (directly and not via an Affiliate) has received state certification from the MISSOURI Commission to provide local voice service in the area being served.
 - 2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.20.2.2.1 Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification; and
 - 2.20.2.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and,
 - 2.20.2.2.2 Intentionally Left Blank
 - 2.20.2.2.3 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit.
 - 2.20.2.2.4 Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment;
 - 2.20.2.2.5 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and
 - 2.20.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and
 - 2.20.2.2.7 Switching: Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.
 - 2.20.2.2.2 Intentionally Left Blank
 - 2.20.2.2.3 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit.
 - 2.20.2.2.4 Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment;
 - 2.20.2.2.5 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and
 - 2.20.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and
 - 2.20.2.2.7 Switching: Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.
- 2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:
 - 2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI's premises within the same LATA as the end user's premises, when SBC MISSOURI is not the collocator; or

- 2.20.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC MISSOURI is the collocator.
- 2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.
- 2.20.5 For a new circuit to which Section 2.20.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. CLEC must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2. Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.2.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.20.2.2.1 and Section 2.20.2.2.2 requirements for existing circuits at the time it initiates the ordering process).
- 2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by sending a confirming letter to SBC MISSOURI or by completing a form provided by SBC MISSOURI either on a single circuit or a blanket basis at CLEC's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to SBC MISSOURI that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification to SBC MISSOURI from time to time, or will provide in response to SBC MISSOURI request made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2. CLEC must provide the certification required by this Section 2.20.6 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.
- 2.20.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly within 2 business days with SBC MISSOURI.
- 2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis, CLEC's compliance in Missouri with the conditions set out in Section 2.20.7 through 2.20.7.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for MISSOURI, subject to Section 2.20.7.4 of this Section.
- 2.20.7.1 Intentionally Left Blank
- 2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying

service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.20.

- 2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC MISSOURI and the rates and charges CLEC would have owed SBC MISSOURI beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective, CLEC shall submit orders to SBC MISSOURI to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following SBC MISSOURI's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Missouri Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, SBC MISSOURI may initiate and effect such a conversion on its own without any further consent by CLEC. CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by SBC MISSOURI unless CLEC agrees to such charges in advance. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Missouri Commission and if the Commission upholds the auditor's finding, CLEC shall true-up the payments made at UNE rates and the payments it should have paid.
- 2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse SBC MISSOURI for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for SBC MISSOURI's necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay CLEC's costs under Section 2.20.7.4.2.
- 2.20.7.4 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC MISSOURI shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).
- 2.20.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.

- 2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.20 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.21 **Reservation of Rights/Intervening Law**
- 2.21.1 SBC MISSOURI's provision of UNEs identified in this Attachment is subject to the intervening law/change in law language in the GT&Cs of this Agreement and applicable law, including but not limited to, Section 251(d) of the Federal Act.
- 2.22 Various Subsections below list the Unbundled Network Elements that SBC MISSOURI has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC MISSOURI will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.37 of this Attachment.
- 2.23 Subject to the terms herein, SBC MISSOURI is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC MISSOURI is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.24 Except upon request, SBC MISSOURI will not separate preexisting combinations of network elements that are already combined in SBC MISSOURI's network.
- 2.25 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC MISSOURI for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's Services.
- 2.26 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.27 SBC MISSOURI will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SBC MISSOURI's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SBC MISSOURI and CLEC.
- 2.28 The use of the term "lease" herein notwithstanding, Network Elements and Section 251 and Section 271 Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of SBC MISSOURI.
- 2.29 The Section 251 and Section 271 Unbundled Network Elements and Network Elements provided pursuant to this Agreement will be available to SBC MISSOURI at times mutually agreed upon in order to permit SBC MISSOURI to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments
- 2.30 Except as provided in other Attachments to this Agreement, CLEC's use of any SBC MISSOURI Section 251 and Section 271 Unbundled Network Element or Network Element, or of its own equipment or facilities in

conjunction with any SBC MISSOURI Section 251 and Section 271 Unbundled Network Element or Network Element, will not materially interfere with or impair service over any facilities of SBC MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and 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 Section 251 and Section 271 Unbundled Network Element(s) or Network Element causing the violation.

- 2.31 SBC MISSOURI and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SBC MISSOURI provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.
- 2.32 Order rejections and error codes
 - 2.32.1 SBC MISSOURI shall advise CLEC of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can continue to be in the form of the standard error codes.
 - 2.32.2 SBC MISSOURI shall notify CLEC thirty (30) days in advance of changes/additions to its error standard error codes
- 2.33 Performance of Unbundled Network Elements
 - 2.33.1 Each Section 251 and Section 271 Unbundled Network Element provided by SBC MISSOURI to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each Section 251 and Section 271 Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions, as approved by the MISSOURI Commission. SBC MISSOURI will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC MISSOURI and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the MISSOURI Commission. Such publications will be shared with CLEC. CLEC may request, and SBC MISSOURI may provide, to the extent technically feasible, Section 251 and Section 271 Unbundled Network Elements or Network Elements that are superior or lesser in quality than SBC MISSOURI provides to itself and such service will be requested pursuant to the BFR process.
 - 2.33.2 SBC MISSOURI will provide an SBC MISSOURI Technical Publication or other written description for each Section 251 and Section 271 Unbundled Network Element identified and offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element. The Technical Publications or other written description shall be posted on SBC MISSOURI's CLEC Online website.

- 2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 CFR Sections 51:325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SBC MISSOURI, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.33.4 SBC MISSOURI will provide notification of network changes in accordance with 47 CFR Section 51:325-335.
- 2.33.5 For Unbundled Network Elements purchased through the BFR Process, SBC MISSOURI, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.
- 2.33.6 For each Section 251 and Section 271 Unbundled Network Element identified and provided for in this Attachment, SBC MISSOURI Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.33.7 SBC MISSOURI will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC MISSOURI will not levy a separate charge for providing this information.
- 2.34 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will mutually agree which requirement will apply.
- 2.35 When CLEC purchases Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SBC MISSOURI will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SBC MISSOURI.
- 2.36 CLEC will connect equipment and facilities that are compatible with the SBC MISSOURI Unbundled Network Elements.
- 2.37 Bona Fide Request (BFR)
 - 2.37.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which SBC MISSOURI will offer them to CLEC. Any request by CLEC for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request ("BFR") is the process by which CLEC may submit a request for SBC MISSOURI to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Appendix, (a "Request"), that is required to be provided by SBC MISSOURI under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SBC MISSOURI may otherwise agree, SBC MISSOURI will provide Unbundled Network Elements through the BFR process.
 - 2.37.2 SBC MISSOURI will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder. The Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

- 2.37.3 CLEC may submit an Unbundled Network Element BFR in writing utilizing the Unbundled Network Element BFR Application Form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, locations where reasonably necessary a reasonably requested date when interconnection is requested and the projected quantity of interconnection points ordered with a three (3) year demand forecast.
- 2.37.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.
- 2.37.5 CLEC may cancel an Unbundled Network Element BFR by providing written notice to SBC MISSOURI in a commercially reasonable manner; provided however, that CLEC will pay SBC MISSOURI its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC MISSOURI receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if CLEC has provided SBC MISSOURI a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at CLEC's option, either returned to CLEC or credited toward additional developmental costs authorized by CLEC. Such cancellation occurs later than ninety (90) calendar days from the date SBC MISSOURI provides its Final Quote, CLEC shall pay SBC all reasonable costs incurred in developing the new element.
- 2.37.6 SBC MISSOURI will promptly consider and analyze each BFR it receives. Within ten (10) business days of its receipt, SBC MISSOURI will acknowledge receipt of the Unbundled Network Element BFR and in such acknowledgement advise CLEC of any further information needed for a complete and accurate Unbundled Network Element BFR Application Form. CLEC acknowledges that the time intervals set forth hereafter in this section begin once SBC MISSOURI has received a complete and accurate Unbundled Network Element BFR Application Form.
- 2.37.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, SBC MISSOURI will provide to CLEC a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that SBC MISSOURI will offer the request to CLEC or (ii) advise CLEC that SBC will deny its request, (i.e., that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that SBC MISSOURI must provide under the Act. If CLEC has paid a deposit, SBC will issue a credit to CLEC, less SBC MISSOURI's reasonable and demonstrable costs.
- 2.37.8 Following receipt of the Preliminary Analysis, CLEC may, at its discretion, provide written authorization to SBC MISSOURI to develop the Unbundled Network Element BFR and prepare a BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to SBC MISSOURI within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.
- 2.37.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Final Quote, SBC MISSOURI shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates to include costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.
- 2.37.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, CLEC must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the

Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. If CLEC confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), SBC MISSOURI will promptly proceed with developing and providing the Unbundled Network Element.

- 2.37.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement which also provides for mediation or arbitration proceedings as needed.
- 2.37.12 If SBC MISSOURI provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, SBC MISSOURI will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. SBC MISSOURI shall notify all CLECs, through Accessible Letter, that an Unbundled Network Element will be available as a result of a BFR; such notice shall be provided no later than thirty (30) days prior to the new Unbundled Network Element's availability. Whenever CLEC requests to purchase a particular SBC MISSOURI Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SBC MISSOURI will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following SBC MISSOURI's receipt of CLEC's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.
- 2.37.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR

3.0 Network Interface Device

- 3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, SBC MISSOURI shall also provide nondiscriminatory access to the NID as a UNE, consistent with Section 2.1 of this Attachment UNE, SBC MISSOURI shall provide Network Interface Device under the following terms and conditions in this subsection.
- 3.2 The Network Interface Device (NID) UNE is defined as any means of interconnection of end user customer premises wiring to SBC MISSOURI's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user's inside wire. Except in multi-unit tenant properties where SBC MISSOURI owns and maintains control over inside wire within a building or on a property up to the NID, maintenance and control of the end user's inside wiring (i.e., on the end user's side of the NID) is under the control of the end user. Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below.

- 3.3 CLEC may obtain unbundled access to the NID on SBC MISSOURI's network side on a stand-alone basis to permit CLEC to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC MISSOURI based on Time and Material charges set out in Appendix Pricing. SBC MISSOURI, at the request of CLEC, will disconnect the SBC MISSOURI local loop from the NID, at charges reflected in Appendix Pricing. CLEC may elect to disconnect SBC MISSOURI's local loop from the NID on the customer's side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.
- 3.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via SBC MISSOURI's NID.
- 3.5 SBC MISSOURI shall be under no obligation to install a NID in order to enable CLEC to interconnect to such NID, but SBC MISSOURI shall make available to CLEC any NID that exists at the time CLEC seeks interconnections to a NID to serve an end user customer. The NIDs that CLEC uses under this Attachment will be existing NIDs installed by SBC MISSOURI to serve its End Users.
- 3.6 Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.
- 3.7 If CLEC requests any additional types of access to the NID not specifically referenced above, SBC MISSOURI will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.
- 4.0 Local Loop
- 4.1 Consistent with Section 2.1 of this Attachment UNE, SBC MISSOURI shall provide Unbundled Local Loop under the following terms and conditions.
- 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at a premises. Therefore, consistent with the applicable FCC rules, SBC MISSOURI will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at a premises. The Parties acknowledge and agree that SBC MISSOURI shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned or controlled by SBC MISSOURI. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Local Loop UNE includes, but is not limited to (DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in SBC MISSOURI wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. 51.319(a)(9), SBC MISSOURI shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this agreement.
- 4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety

and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user customer. Therefore, any request by CLEC for a local loop UNE to a high voltage area will be submitted by CLEC to SBC MISSOURI. If CLEC requests that SBC MISSOURI provision the HVPE, CLEC shall be required to pay SBC MISSOURI on an ICB basis for the HVPE that is provisioned by SBC MISSOURI to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

4.3 Routine Network Modifications to UNE loops

4.3.1 SBC MISSOURI shall make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.3.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to a loop to activate such. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for CLEC.

4.3.3 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.

4.3.4 SBC MISSOURI shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.

4.3.5 Intentionally Left Blank

4.3.6 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Schedule of Prices.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Attachment and in the Appendix Pricing UNE - Schedule of Prices:

4.4.1 2-Wire Analog Loop

4.4.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a

universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC MISSOURI will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

4.4.2 4-Wire Analog Loop

4.4.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4.4.3 2-Wire Digital Loop

4.4.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.4.4 4-Wire DS1 Digital Loop

4.4.4.1 A DS1 4-Wire 1.544 Mbps digital loop is a transmission facility from the SBC MISSOURI Central Office to the end user premises that will support DS1 service (i.e., usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.4.4.2 DS1 loops will be available to CLEC, without limitation, regardless of the technology used to provide such loops, e.g., 2-wire and 4-wire HDSL or SHDSL, fiber optics, used by SBC MISSOURI to provision such loops.

4.4.5 DS3 Digital Loop

4.4.5.1 A DS3 loop provides a digital, 45 Mbps transmission facility from the SBC MISSOURI Central Office to the end user premises.

4.6 Hybrid Loops

4.6.1 A hybrid loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At CLEC's request, SBC MISSOURI shall provide CLEC access to a hybrid loop as set forth in this Section.

4.6.2 For narrowband access, SBC MISSOURI shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an unbundled basis.

4.6.3 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. SBC MISSOURI shall provide access to FTTH consistent with the terms set forth below.

4.6.4 SBC MISSOURI must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC MISSOURI retires the copper loop pursuant to Section 51.319(a)(3)(iii).

4.6.5 If SBC MISSOURI maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to

receiving a request for access pursuant to that paragraph, in which case SBC MISSOURI shall restore the copper loop to serviceable condition upon request.

4.6.6 Should SBC MISSOURI retire the copper loop pursuant to Section 51.319(a)(3)(iii) it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

4.6.7 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, SBC MISSOURI must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in ¶ 51.325 through ¶51.335; and

4.6.7.2 Any applicable state requirements

4.7 Access to Loops

4.7.1 The FCC determined in the TRRO that CLECs' access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5.

(B) A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Attachment (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.

(C) A "business line" is defined in accordance with 47 C.F.R. 51.5.

4.7.1.1 SBC shall provide CLEC DS1 loops to any building that is not served by an SBC wire center with at least 60,000 business lines and at least four-fiber based collocators, except that CLEC shall not be entitled to obtain more than 10 DS1 loops to a single building.

4.7.1.2 SBC shall provide CLEC DS3 loops to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators, except that CLEC shall not be entitled to obtain more than one DS3 loop to a single building.

- 4.7.1.3 The Parties agree that activity by SBC under this Section 4.7 shall not be subject to the Network Disclosure Rules.
- 4.7.2 Declassified DS1 and DS3 loops in the Embedded Base—See Remand Order Embedded Base Temporary Rider
- 4.7.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to SBC MISSOURI. SBC MISSOURI has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1 and 4.7.1.2, above, and those Sections shall apply. For situations where SBC MISSOURI's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify, if requested to do so by SBC MISSOURI, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. SBC MISSOURI shall provision the requested DS1 or DS3 loop in accordance with CLEC's order and within SBC MISSOURI's standard ordering interval applicable to such loops. SBC MISSOURI shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of SBC MISSOURI's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Loop within the 30 day period, then SBC MISSOURI may disconnect the loop or convert it to an analogous service.
- 4.8 Transition for existing Section 251 unbundled DS1 and DS3
- 4.8.1 SBC MISSOURI will provide written notice to CLEC no later than February 10, 2006 of the DS1 and DS3 loops that are required to be transitioned to other facilities by March 11, 2006. If CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting conversion of the Declassified loop(s) to a Section 271 unbundled DS1 and/or DS3 loops or to another wholesale service, then on March 11, 2006, SBC MISSOURI shall convert the Declassified loop(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale). Conversion of loops shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.
- 4.8.2 As of the date of conversion of DS1 and/or DS3 loops under Section 4.8.1 above, any services or products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall be billed at wholesale rates. Cross-connects obtained under SBC MISSOURI's physical collocation tariff shall not be repriced to access rates.
- 5.0 DARK FIBER LOOPS AND DARK FIBER DEDICATED TRANSPORT
- 5.1 Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within SBC MISSOURI's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber, includes unlit fiber that could be, but is not currently,

spliced or terminated in any segment including any “dead count,” as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.

- 5.2 SBC MISSOURI will provide loop and sub-loop dark fiber as an Unbundled Network Element Under Section 271 of the Act. All SBC MISSOURI dark fiber from any SBC MISSOURI wire center to a customer premise is included as a loop dark fiber irrespective of the serving wire center for such location.

- 5.3 Dark Fiber Transport

- 5.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC MISSOURI will provide a UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Section 5.5 and 5.6 below. UNE Dedicated Transport Dark Fiber is defined as SBC MISSOURI dark fiber interoffice transmission facilities dedicated to CLEC that are within SBC MISSOURI’s network, connecting SBC MISSOURI switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC MISSOURI network and CLEC’s network or the location of CLEC equipment. SBC MISSOURI will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC MISSOURI CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

- 5.3.2 SBC MISSOURI will provide dark fiber transport under Section 251 between any pair of its wire centers, except where both wire centers defining the route are either Tier 1 or Tier 2 wire centers. SBC’s wire centers in MISSOURI shall be classified as either Tier 1, Tier 2 or Tier 3 as follows:

- 5.3.3 Wire Center “Tiers”

- (A) Tier 1 wire centers are those SBC MISSOURI wire centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 wire centers also are those SBC MISSOURI tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

- (B) Tier 2 wire centers are those SBC MISSOURI wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

- (C) Tier 3 wire centers are those SBC MISSOURI wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

- 5.3.4 The Parties agree that activity by SBC under this Section 5.3 shall not be subject to the Network Disclosure Rules.

- 5.3.5 Loop Dark Fiber -- Loop Dark Fiber provided under Section 251 is addressed in the Embedded Base Rider

- 5.4 Spare Fiber Inventory Availability and Condition

- 5.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC MISSOURI’s forecasted growth, defective

fibers, or assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.4.2 Determining Spare Fibers:

5.4.2.1 SBC MISSOURI will inventory dark fibers. Spare fibers do not include the following:

5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

5.4.3.2.2 Defective fibers. Defective dedicated transport dark fiber, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

5.4.2.2.1 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.

5.4.2.2.2 Assigned fibers. Dedicated transport dark fiber with SBC MISSOURI or other CLEC working or pending optronics installations.

5.4.3 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

5.4.4 Intentionally Left Blank

5.4.5 Quantities and Time Frames for ordering Dark Fiber:

5.4.5.1 The minimum number of fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

5.4.5.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Appendix Pricing.

5.4.5.3 If spare dark fiber is available, as determined under this Agreement, SBC MISSOURI will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

5.4.5.4 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the

ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Appendix.

5.4.6 Right of Revocation of Access to Dark Fiber

5.4.6.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to dark fiber and recover those fiber facilities and return them to SBC MISSOURI inventory. SBC MISSOURI may invoke this right by providing 10 days written notice to CLEC that SBC MISSOURI is reclaiming the fibers.

5.4.6.2 SBC MISSOURI may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. SBC MISSOURI will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC MISSOURI must also demonstrate to CLEC that the dark fiber will be needed to meet SBC MISSOURI's bandwidth requirements within the 12 months following the revocation.

5.4.7 Access Methods specific to Dark Fiber

5.4.7.1 At SBC MISSOURI central offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC's access is provided through an approved collocation access. CLEC may collocate, providing collocation application and associated criteria are met, when seeking interconnection. The only method of access for placing equipment for Dark fiber is collocation.

5.4.7.2 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.

5.4.7.3 At central office's dark fiber terminates on a fiber distribution frame, or equivalent in the central office.

5.4.8 Installation and Maintenance for Dark Fiber

5.4.8.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

5.4.8.2 Routine Network Modifications for Unbundled Dark Fiber Loops Provided Under Section 271 and for Unbundled Dark Fiber Transport Provided Under Section 251 or Section 271.

5.4.8.2.1 SBC MISSOURI shall make routine network modifications to UNE unbundled Dedicated Transport Dark Fiber and loop dark fiber facilities used by CLEC for the provision of telecommunication services where the requested UNE Dedicated Transport Dark Fiber or loop dark fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UNE unbundled Dedicated Transport Dark Fiber and loop dark fiber in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport Dark Fiber or loop dark fiber being accessed was constructed on behalf, or in accordance with the specifications, for CLEC.