ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

*This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC MISSOURI will interconnect their networks in the event that CLEC is providing its own switching facilities in a given Exchange Area. The arrangements described herein do not apply to the provision and utilization of unbundled Network Elements which are addressed in Attachment 6: Unbundled Network Elements.

1. DEFINITIONS

1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.

1.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.3 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.

1.4 "IntraLATA Toll Traffic" is defined as traffic between one SBC MISSOURI–local calling area and another SBC MISSOURI local calling area or another LEC within the same LATA.

1.5 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Compensation

1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).

1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.

*1.9 A "Local Calling Area" or "LCA" is an SBC MISSOURI local calling area, as defined in SBC MISSOURI's Local Exchange Tariff, except that the entirety of a Metropolitan Calling Area ("MCA") shall be considered a Local Calling Area. LCA is synonymous with "Local Exchange Area" (LEA).

*1.10 "Local Interconnection Trunk Groups" are one-way or two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC end users and SBC MISSOURI end users.

1.11 Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.

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

1.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.

1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.14 "Remote End Office Switch" is an SBC MISSOURI switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC MISSOURI End Office Switch. Such features, function, and capabilities are provided SBC MISSOURI Remote End Office Switch via an umbilical and an SBC MISSOURI Host End Office.

1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.

*1.16 "Section 251(b)(5)/ IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS traffic, (v) Transit Traffic, (vi) out of area traffic, (iii) intraLATA FX or virtual FX traffic (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-MISSOURI where SBC-MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider.

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*1.18 "Tandem Serving Area" or "TSA" is an SBC MISSOURI area defined by the sum of all local calling areas served by SBC MISSOURI End Offices that subtend an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2. REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION.

Section 2.1through Section 2.9 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

*2.1 CLEC may utilize facilities of third parties to satisfy all requirements herein, and SBC shall, if requested by CLEC, route section 251(b)(5) traffic/Toll Traffic that is dialed to CLECs customers to Points of Interconnection of another provider for transiting to CLEC, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that CLEC does not have trunking of its own to the same local calling areas. SBC also shall, if requested by CLEC, and if CLEC's circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. SBC shall accept CLECs traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that CLEC's traffic complies with the requirements herein.

*2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC MISSOURI's network in the LATA where CLEC Offers Service.

2.2.1 A "Single POI" is a single point of interconnection within a LATA on SBC MISSOURI's network that is established to interconnect SBC MISSOURI's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.2.2 The Parties agree that CLEC has the right to choose a single POI or multiple POIs.

2.2.3 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish

an additional POI(s):

(i) *in any SBC MISSOURI'S TSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURI'S TSA exceeds an OC12 at peak over three (3) consecutive months, or

(ii) at an SBC MISSOURI'S End Office in a local calling area not served by an SBC MISSOURI'S tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds an OC12 at peak over three (3) consecutive months.

*2.2.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

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*2.4 POIs shall be established at any technically feasible point inside the geographical areas in which SBC MISSOURI is the franchised Incumbent LEC and within SBC MISSOURI's network.

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2.7 POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.

2.8 *Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

3. TRUNKING REQUIREMENTS PER LCA

3.1.1 *[2]At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA that is not an MCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:

3.1.1 Each SBC MISSOURI Local Tandem in the LCA where CLEC Offers Service when there are SBC MISSOURI Local Tandem(s) in the LCA where CLEC Offers Service.

3.1.2 Each SBC MISSOURI End Office in the LCA where CLEC Offers Service when there is no SBC Local Tandem in the LCA where CLEC Offers Service.

*3.1.3 At such time as CLEC offers service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA that is also an MCA, CLEC shall establish a POI at a Local Tandem or Host End-Office if the MCA does not have a local tandem. When CLEC establishes such POI, CLEC may, at its option, deliver to SBC at that POI all traffic that originates and terminates within that MCA, until such time as traffic volumes between CLEC and a particular end-office within that MCA justify deployment of direct trunking.

3.2 When CLEC Offers Service in an LCA that has at least one SBC MISSOURI Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an SBC MISSOURI End Office which subtends an SBC MISSOURI Local Tandem in the LCA exceeds 24 DS0s at peak over a period of three consecutive months ,

CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a SBC MISSOURI End Office also known as a "DEOT" group) to that SBC MISSOURI End Office.

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3.5 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an SBC MISSOURI Remote End Office Switch, CLEC shall DEOT to the appropriate SBC MISSOURI Host End Office Switch.

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*4.5 DEOT group(s) to SBC MISSOURI End Offices shall be provisioned as one-way or two-way trunks and used as one-way or two-way trunks.

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8. PROVISION OF INFORMATION

8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to SBC MISSOURI (as set forth in SBC MISSOURI's CLEC Handbook, published on the CLEC website.)

9. ASR CONTROL FOR TWO-WAY TRUNK GROUPS

9.1 CLEC shall have administrative and order control (e.g., determination of trunk group size) of all two-way trunk groups provisioned between CLEC and SBC MISSOURI.

9.2 This only applies to the extent that it does not require SBC MISSOURI to redesign its network configuration.

9.3 SBC MISSOURI reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall SBC MISSOURI be allowed to issue ASRs on CLEC's behalf.

10. ANCILLARY SERVICES

10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, E911), additional POIs may be required for interconnection to such ancillary services.

10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.

11. SIGNALING

11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC MISSOURI network.

11.2 Multifrequency (MF) signaling will be utilized in cases where SBC MISSOURI switching platforms do not support SS7.

12. INTERCONNECTION METHODS

12.1 Where CLEC seeks to interconnect with SBC MISSOURI for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:

12.1.1 Physical Collocation

12.1.2 Virtual Collocation

12.1.3 SONET Based

12.1.4 Fiber Meet Point

12.1.5 Leasing of facilities from a third party

12.1.6 CLEC self-buildout

12.1.7 Any other mutually agreeable methods of obtaining interconnection.

13. In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

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APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1. INTRODUCTION

1.1 The Interconnection of CLEC and SBC MISSOURI networks shall be designed to promote network efficiency**.**

1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with SBC MISSOURI facilities. All references to incoming and outgoing trunk groups are from the perspective of CLEC.

1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.

*1, 2 1.4 SBC MISSOURI will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision one-way or two-way trunk groups two-way Local Interconnection Trunk Groups, CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of the trunk group to the extent that it does not require SBC MISSOURI to redesign its network configuration.

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2. TRUNK GROUP CONFIGURATIONS:

***3*4*5*6*7*8** 2..1 Where traffic from CLEC switch to an SBC MISSOURI End Office is sufficient a Local Interconnection Trunk Group shall also be established to the SBC MISSOURI End Office.

***9*10*11** 2.1.1 SBC MISSOURI will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC.

*13 2.1.2 CLEC Terminating (SBC MISSOURI to CLEC):

For CLEC Terminating traffic (SBC MISSOURI to CLEC**),** where SBC MISSOURI has a Local/IntraLATA or Local/Access Tandem Switch SBC MISSOURI will combine the Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider over a single two-way trunk group. When SBC MISSOURI has Access Tandem Switches that serve a Local Exchange Area

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*3 Issue 2
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*11 Issue 2
*13 Issue 2

separate from Local Tandem–Switches in a Local Exchange Area, SBC MISSOURI shall deliver Section 251(b)(5) Traffic and ISP-Bound traffic from the Local Tandem Switch to CLEC over the two-way trunk group SBC MISSOURI shall deliver IntraLATA Toll Traffic from the Access Tandem Switch to CLEC over the two-way trunk groups , As noted in Section 2.1.1 above**,** direct trunk group(s) between CLEC and SBC MISSOURI End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC MISSOURI network. Multifrequency (MF) signaling will be utilized in cases where SBC MISSOURI switching platforms do not support SS7.

2.2 Meet Point Traffic:

Meet Point Traffic will be transported between the SBC MISSOURI Access Tandem Switch and CLEC over a "meet point" trunk group separate from Local Interconnection Trunk Groups**.** This trunk group will be established for the transmission and routing of Exchange Access traffic and IntraLATA Toll Traffic routed via an IXC between CLEC's end users and interexchange carriers via a SBC MISSOURI Access Tandem Switch. When SBC MISSOURI has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one SBC MISSOURI Access Tandem Switch within the Local Exchange Area in which CLEC homes its NPA/NXXs. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.3 Direct End Office Trunking:

The Parties shall establish a two-way Direct End Office Trunk Group (DEOT) when actual or forecasted End Office traffic exceeds 24 DS0s at peak over three consecutive months or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the Local Exchange Area.

Trunking to an SBC MISSOURI End Office shall afford CLEC access only to the NXXs served by that individual End Office.

2.4 E911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within an Local Exchange Area in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized**.**

2.5 Mass Calling (Public Response Choke Network):

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks

> 75000 AC 6 trunks (max)

*14*15At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC MISSOURI will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section.

2.6 Operator Services

2.6.1 Inward Assistance Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.6.2 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to SBC MISSOURI's TOPS tandem. SBC MISSOURI will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SBC MISSOURI TOPS platform that are currently used for existing IXC inward operator services.

2.6.3 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SBC MISSOURI will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from SBC MISSOURI' Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SBC MISSOURI' operator over an IXC network.

3. TRUNK DESIGN BLOCKING CRITERIA

*16Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

*14 Issue 6
*15 Issue 6
*16 Issue 3

4. FORECASTING/SERVICING RESPONSIBILITIES

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. SBC MISSOURI shall review this forecast and if SBC MISSOURI has any additional information that will change the forecast, SBC-MISSOURI shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the SBC MISSOURI General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.

4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:

*[17]4.3.1 Yearly forecasted trunk quantities will be for all trunk groups referenced in this appendix for a minimum of three (current and plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.3.3 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

4.4 CLEC shall be responsible for forecasting two-way trunk groups. SBC MISSOURI shall be responsible for forecasting and servicing any one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one way trunk groups terminating to SBC MISSOURI , unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.5 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

4.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5. SERVICING OBJECTIVE/DATA EXCHANGE

5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0 above. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.

*17 Issue 7

5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

5.3 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative and order control for the purpose of issuing ASR's on two-way trunk groups.

5.4 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. SBC MISSOURI shall send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.

5.5 In a Blocking Situation:

5.5.1 In a blocking situation, a TGSR will be issued by SBC MISSOURI when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. SBC MISSOURI will note "Service Affecting" on the TGSR. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to SBC MISSOURI within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR. These orders will be expedited.

5.5.2 When facilities are not available, the Parties shall make all reasonable efforts to cooperate in good faith to resolve the blocking situation.

6. TRUNK UNDERUTILIZATION

6.1 Underutilization of Local Interconnection Trunk Groups or Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. The parties agree that this over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner: This is talking about trunk underutilization not facilities.

6.1.1 If a trunk group is sixty-five percent *(*65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

6.1.2 SBC MISSOURI may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups or Meet Point Trunk Groups based on the capacity assessment. Upon receipt of a TGSR, CLEC will issue an Access Service

Request (ASR) to SBC MISSOURI within ten (10) business days after receipt of the TGSR subject to the following sections.

6.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

6.1.4 If SBC MISSOURI does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC MISSOURI will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC MISSOURI will issue an ASR to resize the Local Interconnection Trunks Groups or Meet Point Trunk Groups.

6.2 CLEC will issue a complete and accurate ASR to SBC MISSOURI

6.2.1 Within ten (10) business days after receipt and review of the TGSR; or

6.2.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process .

*[19]6.2.3 In a blocking situation, when either Party requests an expedited order, every effort will be made to accommodate the request.

6.3 Projects require the coordination and execution of multiple orders or related activities between and among SBC MISSOURI and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.3.1 Orders that comprise a project, shall be jointly planned and coordinated.

6.4 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC MISSOURI will be responsible for engineering its network on its side of the POI.

*[20]6.5 If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection and Meet Point Trunk Groups by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC MISSOURI shall treat the ASR as if it were cancelled.

6.6 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

6.7 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate its ASR as an “Expedite” and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.

*19 Issue 10
*20 Issue 9

7. SERVICING OBJECTIVE/DATA EXCHANGE

7.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.

7.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

8. INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks where it is currently deployed at the time of the request. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.

*[21]8.2 SBC MISSOURI will engineer all interconnection trunks between SBC MISSOURI and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC MISSOURI and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.

8.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.

*[22]8.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and interconnection trunk groups and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

9. NETWORK MANAGEMENT

9.1 Restrictive Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC MISSOURI will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

*21 Issue 3
*22 Issue 3

9.3 Mass Calling

CLEC and SBC MISSOURI shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

*[1]This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain interconnection. These include, but are not limited to: Fiber Meet Point Virtual Collocation; SONET Based; Physical Collocation; leasing of SBC MISSOURI facilities; leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection**.**

1. *[2] FIBER MEET POINT

*[2]1.1 Fiber Meet Point between SBC MISSOURI and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SBC MISSOURI tandem or end office. This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

*[2]If Fiber Meet Point is the selected method for interconnection**,** MSFMP Fiber Meet Point shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").

***2 & 3** Fiber Meet Point may be used to provide transport for interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).

*[2]1.2 There are two basic mid-span interconnection designs:

*[2] 1.2.1 Design One: CLEC's fiber cable and SBC MISSOURI' fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SBC MISSOURI central office.

*[2] The Parties may agree to a location with access to an existing SBC MISSOURI fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SBC MISSOURI building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SBC MISSOURI building. In this instance, CLEC will not incur fiber termination charges and SBC MISSOURI will be responsible for connecting the cable to the SBC MISSOURI facility.

*[2] The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SBC MISSOURI fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SBC MISSOURI will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

*[2] If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SBC MISSOURI shall mutually determine provision of a fiber termination panel housed in an outside, above

*1 Issue 1
*2 Issue 2
*2 Issue 2
*2 Issue 2
*3 Issue 2 & 3

ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

*2 1.2.2 Design Two Fiber Meet Point: CLEC will provide fiber cable to the last entrance manhole at the SBC MISSOURI tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC MISSOURI to pull the fiber cable to the SBC MISSOURI cable vault for termination**.** In this case the POI shall be at the manhole location.

1..2.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.2.2.2The fiber connection point shall occur at the following location:

1.2.2.2.1 A manhole outside of the SBC MISSOURI central office. In this situation, CLEC will provide sufficient fiber optic cable for SBC MISSOURI to pull the cable into the SBC MISSOURI cable vault for termination. The POI will be at the manhole and SBC MISSOURI will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

*2 1.3 Consistent with this Agreement**,** the Parties will mutually agree upon the precise terms of each mid-span meet point facility. These terms will cover the technical details of the meet point as well as other network interconnection, provisioning and maintenance issues.

1.4 The SBC MISSOURI tandem or end office switch includes all SBC MISSOURI FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for Local Interconnection Trunk Groups as outlined in Appendix ITR. This location is SBC MISSOURI' responsibility to provision and maintain.

*2 1.5 In both designs**,** CLEC and SBC MISSOURI will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SBC MISSOURI.

2. AVOIDANCE OF OVER-PROVISIONING

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3. JOINT FACILITY GROWTH PLANNING

*2 issue 2
*2 Issue 2
*2 Issue 2

3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a "just in time" fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 65% capacity.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 65% the growth planning process will be suspended and will not be reinitiated until a 65% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, SBC MISSOURI shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 70% fill.

4. VIRTUAL COLLOCATION

The description of Virtual Collocation is contained in SBC MISSOURI' Virtual Collocation tariffs (i.e., SBC MISSOURI' Tariff F.C.C. No. 73 and SBC MISSOURI' Virtual Collocation Tariff).

5. SONET-BASED

The description for obtaining interconnection by SONET-Based methods is contained in SBC MISSOURI' SONET-Based Interconnection tariffs (i.e., SBC MISSOURI' Tariff F.C.C. No. 73 *(*Federal Access Tariff for SBC-SOUTHWEST).

6. PHYSICAL COLLOCATION

The terms and conditions governing Physical Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

7. LEASING OF FACILITIES FROM A THIRD PARTY OR CLEC SELF-BUILDOUT

7.1 CLEC's leasing of facilities from a Third Party Carrier or self-buildout for purposes of Attachment 11: Network Interconnection Architecture shall be up to the discretion of CLEC.

*1 8. INTENTIONALLY LEFT BLANK.

*1 CLEC's leasing of SBC MISSOURI' facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties. CLEC will have the option to lease interconnection facilities at the rates found in Appendix Pricing UNE - Schedule of Prices and as specific elsewhere herein.

*1 Issue 1

ATTACHMENT 12: INTERCARRIER COMPENSATION

1. INTRODUCTION

SBC MISSOURI agrees to comply with all generic Missouri Commission reciprocal compensation decisions regarding internet service traffic, subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for internet service traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval in accordance with the intervening law provisions in the General Terms and Conditions. Nothing in this Attachment shall constitute an admission by SBC MISSOURI that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act. The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC MISSOURI will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic.
The compensation arrangement for terminating calls from a Cellular provider to CLEC or SBC MISSOURI end users is set forth in Section 8.0 of this Attachment.

The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. However, either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over local switching purchased by CLEC from SBC MISSOURI on a wholesale basis. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services**.**

1.2 Calls originated by CLEC's end users and terminated to SBC MISSOURI**'**s end users (or vice versa) will be classified as "Section 251(b)(5) Traffic**"** under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC MISSOURI exchange area; or (ii) originates and terminates to such end-users within different SBC MISSOURI Exchanges that share a common mandatory local calling area, as defined in SBC MISSOURI's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC MISSOURI's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") if the call (i) originates from end users and terminates to an ISP in the same SBC MISSOURI exchange area;

or (ii) originates from end users and terminates to an ISP within different SBC MISSOURI Exchanges that share common mandatory local calling area, as defined in SBC MISSOURI's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

1.2.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic or ISP-Bound Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

1.2.1.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

1.2.1.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

1.2.2 If CLEC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SBC MISSOURI.

1.2.3 Intentionally Omitted

1.2.4 Intentionally Omitted

1.2.5 Transit Traffic is a switching and transport function only, which allows one Party to send Local Traffic to a third party network through the other Party's tandem. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, SBC is obligated to provide transit functionality for MCA traffic between CLEC and third-party networks and visa-versa at no charge to the originating and terminating carrier.

1.3 CLEC may establish its own local calling areas or prices for purpose of retail telephone service offerings.

1.3.1 The transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."

Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:

1.3.1.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

1.3.1.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.

1.3.3 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are "Virtual FX Traffic," "FX-type Traffic," or "Dedicated FX Service" as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate referenced in the General Terms & Conditions of this Agreement.

1.3.4 To the extent that the Parties jointly provide the Dedicated FX circuit serving the end user, the terms of Appendix FGA (as amended) shall apply for the joint revenue sharing between ILEC and CLEC.

1.3.5 To the extent that ISP-Bound Traffic is provisioned via Virtual FX Traffic, Dedicated FX Traffic, or other FX-type arrangement, it is subject to the compensation mechanism of Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

1.4 With respect to CLEC's rights and obligations concerning CLEC and SBC MISSOURI termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply as the default billing option, for the duration of the Agreement. CLEC may modify the default billing option made at the time of execution of this Agreement by providing advance written notice to SBC MISSOURI within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification. CLEC may choose a different option if this Agreement is subsequently amended by SBC MISSOURI pursuant to the Change In Law provisions of this Agreement. CLEC may amend Agreement to make a one-time election to modify its initial option selection made upon execution of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission.

1.4.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or

1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of the two interconnecting parties charges each other for terminating traffic that originates on the other network. Each Party may recover the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party from its end users as it deems necessary. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.7 below.

1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.5 which are based on the FCC ISP Compensation Order.

1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.5.2.1 The rates, terms, conditions in this Section 1.5 apply only to the termination of ISP-Bound Traffic. ISP-Bound Traffic is subject to the rebuttable presumption stated below.

1.5.2.2 For traffic exchanged after the effective date of this Agreement, the Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at $.0007 per minute of use.

1.5.2.3 Payment of ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.5.3 Intentionally Omitted

1.5.4 Intentionally Omitted

1.5.5 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described

below. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC MISSOURI will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

1.5.6 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3.0 for Section 251(b)(5) Traffic.

1.5.7 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 1.5.2.2.

1.6 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Section 1.6. 1 through 1.6.5 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

1.6.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.4 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic. ISP-Bound Traffic is subject to the rebuttable presumption stated below.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

1.6.1.3 Under Option 2, payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 Intentionally Omitted

1.6.3 Intentionally Omitted

1.6.4 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.6. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the

Commission approval and. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC MISSOURI will remain obligated to pay the presumptive rates.

1.6.5 Each party will invoice the other party on a monthly basis for Section 251(b)(5) Traffic and ISP-Bound Traffic at the rates set forth in Section 1.6.1.2 if Option two is elected.

1.7 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between SBC MISSOURI and CLEC in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include MCA Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic, which shall be subject to compensation as described elsewhere in this Attachment.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/- 5% of equilibrium (50%).

1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, Option 2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.

1.7.3 Intentionally Omitted

1.7.4 Once Option 2 applies to CLEC's Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement, until and unless CLEC makes a one-time election to modify this compulsory option selection by entering into an Amendment or if this Agreement is subsequently amended by SBC MISSOURI pursuant to the Change In Law provisions of this Agreement. CLEC will operate pursuant to the provisions of Option 2 as set forth in Section 1.6 until such amendment is approved by the Commission.

1.7.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.7.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.4. and 1.7.5.

1.7.5 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and

Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

1.7.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest as referenced in the General Terms and Conditions of this Agreement.

1.7.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.7.8 The audit provisions set out in Sections 1.7.6 through 1.7.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2. RESPONSIBILITIES OF THE PARTIES

2.1 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

2.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate Access Rates.

2.4 Except for the specific instance wherein the Commission has established an alternative compensation mechanism for the exchange of traffic, i.e., traffic subject to the Commission's order regarding the establishment of MCAs, CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an SBC MISSOURI non-resale offering whereby SBC MISSOURI provides the end office switching on a wholesale basis. In no event will SBC MISSOURI have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless SBC MISSOURI against any and