this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. CLEC understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.

9.4.4.3 **Line Validation Administration System (LVAS)**

9.4.4.3.1 LVAS provides CLEC with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.4.4.4 **Service Order Entry Interface**

9.4.4.4.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process into LVAS.

9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.4.5 SWBT will provide CLEC with SWBT-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.

9.4.4.4.6 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 **Interactive Interface**

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

9.4.4.5.2 SWBT will provide CLEC with Interactive Interface through a modem. CLEC understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 CLEC will use hardware and software that is compatible with LVAS hardware and software.

9.4.4.5.4 CLEC can choose to request the Interactive Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 **Tape Load Facility Interface**

9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.

9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. CLEC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above CLEC's normal daily update processing.

9.4.4.6.4 CLEC will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with CLEC's line/billing records.

9.4.4.6.5 CLEC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide CLEC with the name and address of the SWBT employee designated to receive the tapes at each location.

9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load CLEC's updates into LVAS. CLEC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide CLEC SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create CLEC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide CLEC with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

9.4.4.6.7 SWBT and CLEC will coordinate to establish mutually agreed upon dates and times for tape loads of CLEC data when such loads are the result of a CLEC request.

9.4.4.6.8 LSP understands and agrees that its record access through the Tape Load Facility Interface is only for LSP's own line/billing records. CLEC will not use the Tape Load Facility Interface to modify any group record. CLEC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to CLEC.

9.4.4.7 **LIDB Editor Interface**

9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

9.4.4.7.3 CLEC understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 **Audits**

SWBT will provide CLEC with LIDB audit functionality as described immediately below.

9.4.5.1 **LIDB Audit**

9.4.5.1.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

9.4.5.1.2 SWBT will run the LIDB audit continuously throughout each and every day.

9.4.5.1.3 SWBT will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access this file through the Interactive Interface.

9.4.5.1.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2 **Billing System Audit**

9.4.5.2.1 This audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.

9.4.5.2.2 SWBT will provide CLEC with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide CLEC with a file containing CLEC's records in LIDB. CLEC will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within reasonable time following the receipt of the audit file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2.4 SWBT will provide CLEC scheduled and nonscheduled billing system audits as set forth following:

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide CLEC with a billing system audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

9.4.5.2.4.2 Unscheduled Audits:

CLEC can request additional audit files and SWBT will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

9.4.6 **Sleuth**

9.4.6.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

9.4.6.2 SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.

9.4.6.3 SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for a CLEC account, the Sleuth investigator will print the alert from the queue and fax the alert to the CLEC. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for a CLEC account. CLEC will determine what, if any action it should take as a result of a Sleuth alert.

9.4.6.5 SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

9.4.6.6 SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

9.4.6.7 For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert.

9.4.7 **Technical Requirements**

9.4.7.1 SWBT will enable CLEC to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.

9.4.7.3 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of CLEC line-record data in LVAS by any third party that is not authorized by CLEC in writing.

9.5 **CNAM Service Query**

9.5.1 **Definitions**

9.5.1.1 Calling Name Delivery Service (CNDS) enables the terminating end-user to identify the calling party by a displayed name before the call is answered. The calling party's name *is* retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE). CLEC will be charged for CNAM Service Queries in the event that CLEC is operating its own switch. In the event that CLEC is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

9.5.1.1.1 CNAM queries will be priced as shown on Appendix Pricing UNE - Schedule of Prices labeled "Calling Name Delivery Query".

9.5.1.1.1.1 CNAM Service Query will be priced as shown on Appendix Pricing – UNE – Schedule of Prices labeled "CNAM Service Query". There shall be no additional rate for CNAM Query Transport or CNAM Service Order Charge until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

9.5.1.2 CNAM Service Query allows CLEC to query SWBT's Calling Name database for Calling Name information in order to deliver that information to CLEC's local subscribers.

9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

9.5.1.5 Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 **Description of Service**

9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

9.5.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.

9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.

9.5.2.4.1 SWBT cannot distinguish between queries from CLEC's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from CLEC's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and/or query transport (if applicable) and the rates for the LSP out-of area query and/or query transport (if applicable) rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, CLEC will develop an allocation factor to distinguish the proportion of in area queries and out-of-area queries. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.5.2.4.2 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or non LSP driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 **Ownership of the Calling Name Information**

9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. CLEC may use CNAM Service Query for such functions only on a call-by-call basis.

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.5.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.5.3.5 If CLEC acts on behalf of other carriers to access SWBT's CNAM Service Query, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.

9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's CNAM Service Query.

9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.

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

9.5.4 **Originating Line Number Screening (OLNS)**

9.5.4.1 When available, Originating Line Number Screening will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

9.6 **Toll Free Number Database**

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

9.6.3 Access to the Toll Free Calling Database allows CLEC to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).

9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from a CLEC switch or from CLEC's use of SWBT's Unbundled Local Switching (subject to Section 5.2.3 of Appendix Pricing - UNE) to the SWBT Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

9.6.7 CLEC will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.

9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.6.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.

9.6.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.

9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 **AIN Call Related Database**

9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or a CLEC developed AIN feature as per previous Section.

9.7.4 When CLEC utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or a CLEC developed AIN feature as per previous section.

9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided, applied equally and on a competitively neutral basis to all database users including SWBT. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such

management controls will be applied to the specific problem source, where ever that source is, including SWBT, and not to all services unless a problem source cannot be identified.

9.7.6 As requested by CLEC, SWBT will provide specifications and information reasonably necessary for CLEC to utilize SWBT SCE as provided above.

9.7.7 SWBT SCP will partition and take reasonable steps to protect CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

9.7.8 When CLEC purchases AIN services, charges will be determined on an individual case basis (ICB) as reflected on the Appendix Pricing UNE - Schedule of Prices or as the Parties may otherwise agree.

9.8 **Access to Directory Assistance Database**

9.8.1 SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to CLEC's customers. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators.

9.8.2 When CLEC uses Access to Directory Assistance Database, it will pay the rates and charges under that label found in Appendix Pricing UNE – Schedule of Prices. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

10.0 Operations Support Systems Functions

10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.

10.2 **Requirements**

10.2.1 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments.

10.3 As reflected in Appendix Pricing - UNE - Schedule of Prices, CLEC will pay $3,345 per month to access one or more of the SWBT OSS functions for either UNE, Resale or both. CLEC will pay $1580 per month for remote access facility methods for a direct connection per port or $316 per month for dial up connections, per port.

11.0 Cross-connects

11.1 The cross connect, when required, is the means by which unbundled elements are connected with other unbundled elements or with collocation.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects" subject to Section 1.3 of Appendix Pricing UNE, except as provided in Section 11.2.1 and 11.2.2 below. The applicable cross connects are as follows:

1. Cross connect to DCS ("MDF to DCS") - with and without testing
2. Cross connect to MUX/Interoffice ("MDF to SWBT Multiplexer/Interoffice") - with testing
3. Cross connect to Collocation ("MDF to Collocation") - with and without testing
4. Cross connect to Switch Port ("MDF to Switch Port") with and without testing

The rates for the cross connect to DCS and the cross connect to MUX/Interoffice are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the

difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.2.1 The Parties agree that there will be no charge for the cross connect between an unbundled loop and DCS/Switch Port, as shown on Appendix Pricing UNE - Schedule of Prices and labeled "Analog Loop to DCS/Switch Port" and "Digital Loop to DCS/Switch Port." The loop to DCS cross connect rate will be subject to modification and true up in the event of Commission establishment of final DCS rates and charges that include a separate DCS cross connect rate.

11.2.2 When CLEC orders a cross connect between a 4-Wire PRI digital loop and inter office transport, CLEC will pay the rates and charges labeled "Digital Loop to Multiplexer/Interoffice - 4-Wire PRI". These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

11.3 Cross connects associated with unbundled local loops are available with or without testing equipment. If CLEC uses its own testing and monitoring services, SWBT will treat CLEC test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC utilizes a SWBT unbundled local loop and SWBT unbundled switch port in combination, SWBT will provide automated loop testing through the Local Switch rather than install a loop test point.

11.4 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT). SWBT will charge CLEC the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect". The following cross connects are available with UDT: DS1; DS3; OC3; OC12; and OC48. With the exception of the DS3 Dedicated Transport Cross Connect, the rates shown on the Schedule of Prices are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order,

including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

12.0 Additional Requirements Applicable to Unbundled Network Elements

This Section 12 sets forth additional requirements for unbundled Network Elements which SWBT agrees to offer to CLEC under this Agreement.

12.1 **Requirements**

12.1.1 Within 60 days of the Effective Date of this Agreement, CLEC and SWBT will agree upon a process to resolve technical issues relating to interconnection of CLEC's network to SWBT's network and Network Elements and Ancillary Functions. The agreed upon process will include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If CLEC and SWBT do not reach agreement on such a process within 60 days, any issues that have not been resolved by the parties with respect to such process will be submitted to the Dispute Resolution procedures set forth in this Agreement unless both parties agree to extend the time to reach agreement on such issues.

12.2 **Protection, Restoration, and Disaster Recovery**

12.2.1 **Synchronization**

12.2.1.1 **Definition:**

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 **Technical Requirements**

SWBT will provide synchronization to equipment that is owned by SWBT and is used to provide a network element to CLEC in the same manner that SWBT provides synchronization to itself.

12.3 **Cooperative Testing**

12.3.1 Upon request, at Time and Materials charges, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 8.

13.0 Dark Fiber

13.1 "Dark fiber" is fiber transmission media which has been deployed by SWBT but is not being utilized to provide service.

13.2 **Dark Fiber in Dedicated Interoffice Transport**

13.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions:

13.2.1.1 SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office.

13.2.1.2 SWBT may offer dark fiber pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide CLEC with sufficient alternative means of transporting the traffic.

13.2.1.3 CLEC may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular dedicated interoffice transport segment. The fiber available for lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.

13.2.2 SWBT will provide CLEC with the ability to connect to interoffice dark fiber subject to the procedures set forth above. In each SWBT central office which serves as a point of termination for each interoffice dark fiber segment, SWBT

will provide CLEC an appropriate termination point on a distribution frame or its equivalent.

13.3 **Dark Fiber in Feeder Segment of the Loop**

13.3.1 SWBT will provide dark fiber in the feeder segment of the network as an unbundled network element under the following conditions:

13.3.1.1 SWBT may offer dark fiber pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months notice by SWBT. To exercise its right of revocation, SWBT must demonstrate: 1) that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP; or 2) within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second). In the latter case, SWBT will provide CLEC with sufficient alternative means of transporting the traffic.

13.3.1.2 CLEC may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. SWBT is not required to lease more than 25% of its dark fiber capacity in a particular feeder segment. The fiber available for lease must be allocated among the requesting LSPs on a first come, first served, basis, and distributed in a competitively neutral manner.

13.4 **Dark Fiber Administration**

13.4.1 The parties shall submit for approval by the Missouri Commission a procedure for exchanging information on the availability of dark fiber for lease, and on the usage of leased dark fiber.

13.5 **Dark Fiber Pricing**

13.5.1 When a dark fiber record search is requested by CLEC, CLEC will pay the dark fiber records research charge reflected on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber Records Search." These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

13.5.2 When CLEC orders a dark fiber cross connect to connect SWBT's dark fiber to CLEC's facilities or equipment, CLEC will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber Cross Connect." These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

13.5.3 When CLEC leases dark fiber, CLEC will pay the charges which appear on Appendix Pricing UNE – Schedule of Prices labeled "Dark Fiber."

14.0 Pricing

14.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SWBT agrees to furnish unbundled Network Elements to CLEC.

APPENDIX PRICING - UNE

1.0 Application of Prices

1.1 CLEC agrees to compensate SWBT for unbundled Network Elements at the rates contained in this Appendix.

1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with paragraph 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.

1.3 Prices for the unbundled network elements, as shown on Appendix Pricing UNE-Schedule of Prices, include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities will be permitted.

1.4 Except for requests that are expressly made subject to the Special Request process described in section 2.22 of Attachment 6 ("Special Request Elements"), CLEC may order, and SWBT will provide all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.

2.0 Recurring Charges

2.1 Recurring Charges, where applicable, for each unbundled Network Element are as shown in Appendix Pricing UNE - Schedule of Prices.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

2.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

3.0 Non-Recurring Charges

3.1 The Missouri Commission has ordered non-recurring charges for installation and disconnection of certain unbundled elements. Where these charges are applicable, there is a non-recurring charge for the first connection/disconnection on a CLEC order (designated as "initial non recurring charge" on the Schedule of Prices) as well as separate non-recurring charges for each additional connection/ disconnection associated with the same CLEC order at the same CLEC specified premises (designated as "additional non recurring charges" on the Schedule of Prices).

3.1.1 CLEC will not pay non-recurring charges when CLEC orders Elements that are currently interconnected and functional. Such orders may also be referred to as Simple Conversion Orders. These orders include all situations in which CLEC converts a SWBT customer using all network elements required to provision service to the customer and applies whether CLEC uses SWBT's operator services and Directory Assistance or supplies operator services and Directory Assistance to the customer from a CLEC operator service/Directory Assistance platform to which customized routing has been established from the customer's local switch.

3.1.2 The rate for non-recurring charges when CLEC submits a simple conversion order will be zero until such time as the Commission has ordered final cost based rates. If the Commission orders non-recurring charges other than zero for a simple conversion order, the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.2 Intentionally left blank

3.3 SWBT offers the following order types:

New Service: This will apply when an end user customer initiates service with CLEC and CLEC elects to serve the customer using unbundled Network Elements.

Change: This will apply when a CLEC customer's existing service is being physically or logically altered in some way.

Record: This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

Disconnect: This will apply when an existing service is being completely disconnected.

Suspend: This will apply when a functionality is to be suspended until further notice

Restore: This will apply when a previously suspended functionality is to be restored

Expedited: This will apply when the requested due date is less than the standard interval.

Customer Change Charge: This will apply when an end user customer of Resale services changes from one LSP (including SWBT) to another LSP (including SWBT).

Customer Not Ready Charge: Charges equal to the actual service order charge will apply when SWBT is prepared to turn service over to CLEC on the due date and CLEC or the end user customer is not ready to accept the service.

Cancellation/Modification/Due Date Change Charge: This will apply when the due date is changed or the service order is canceled or modified within 2 days prior to the due date.

3.4 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any CLEC local service customer. In such instances, all unbundled network elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled local switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures.

3.5 When CLEC places at local service request (LSR), CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will

contact SWBT and the parties will negotiate an expedited DD. This situation will be considered an expedited order.

3.6 Service Order Pricing

3.6.1 The Service Order charge found on Appendix Pricing – UNE Schedule of Prices shall apply to all initial orders for service from SWBT, all resale conversions, the lease of unbundled elements, and conversions using all unbundled elements ("New Service"). In the case of a resale conversion or a conversion using all of the unbundled elements necessary for the provision of telephone service, no other nonrecurring charge shall apply in addition to, or in lieu of, the Service Order charge. In instances where a competitive local exchange company (CLEC) purchases individual network elements to be combined with its own or another CLEC's unbundled elements, the additional nonrecurring charges listed in Appendix B of the Final Arbitration Order shall apply. If a CLEC chooses to use electronic ordering but SWBT is unable to provide such electronic ordering services, the $5.00 Service Order charge shall apply. Again, no charges shall be applied in addition to, or in lieu of, the proper Service Order charge. These rates are applicable until such time as the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.6.2 No Service Order Charge applies to the following Service Order types: Change, Record, Disconnect, Suspend, Restore, Expedited, Customer Not Ready, or Cancellation/Modification/Due Date Change. This is applicable unless and until such time as the Commission has determined that a service order charge applies to such Service Order types and establishes permanent rates for such service orders. When the Commission orders final cost based rates, should those rates differ from those listed in the Schedule of Prices the parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

3.6.3 SWBT shall not impose any charge in addition any applicable service order charge for nonmechanized service order types in those situations where SWBT does not have a mechanized process in place for its own customers unless and until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the commission, and the commission has ordered final cost

based rates. When the Commission orders final cost based rates, CLEC will remit any amounts owed for the interim period to SWBT within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions between the parties.

3.6.4 A charge of $12.50 will apply if CLEC submits a nonmechanized service order and SWBT has a mechanized process in place for that order.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that a trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.

4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.

4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or

fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.

4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.8 If as a result of the Cost proceedings the Parties learn that the costs for Time and Materials, NonProductive Dispatch and Maintenance of Service work are recovered in the recurring and/or nonrecurring charges for unbundled Network Elements, no further charges for Time and Materials, NonProductive Dispatch and Maintenance of Service will be made for those elements where such costs are already recovered, and SWBT will refund charges previously paid.

4.9 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.

4.10 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

5.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.

5.2 **Standard Interim Rate Structure for ULS**

By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.

5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

5.2.2.1 Local Calls

5.2.2.1.1 General Principles

5.2.2.1.1.1 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay 0.3 times tandem switching per MOU plus 1 times common transport - termination per MOU plus 1 times common transport - facilities per MOU per mile, assuming 7 miles. The charge for each of these specific rate elements above is reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.2 When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12: Compensation.

5.2.2.1.2.1 CLEC (UNE) Originating and SWBT Terminating:
CLEC Pays:
- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling
- Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SWBT Originating and CLEC (UNE) Terminating
CLEC Pays:
- ULS - T

SWBT pays:
- Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling

5.2.2.1.2.4 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling
- ULS - T

5.2.2.1.2.5 CLEC (UNE) Originating and CLEC (UNE) Terminating
CLEC Pays:
- ULS - T

5.2.2.1.2.6 CLEC (Resale services) Originating and CLEC (UNE) Terminating
CLEC Pays:
- ULS - T

5.2.2.1.2.7 CLEC (UNE) Originating and CLEC (Resale services) Terminating
CLEC Pays:
- ULS - O
- Applicable Common Transport and Tandem Switching
- SS7 Signaling

5.2.2.1.2.8 CLEC (UNE) Originating to CLEC (Facilities Based Network (FBN)) Terminating
CLEC Pays:
- ULS - O

- Applicable Common Transport and Tandem Switching
- SS7 Signaling

5.2.2.1.2.9 CLEC (FBN) Originating to CLEC (UNE) Terminating
CLEC Pays:
- ULS - T

5.2.2.2 IntraLATA and InterLATA Toll Calls

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by a CLEC ULS Port.

5.2.2.2.1.2 After the implementation of IntraLATA Dialing Parity, IntraLATA toll calls from CLEC ULS Ports will be routed to the end user IntraLATA Primary Interexchange Carrier (PIC) choice. When an InterLATA toll call is initiated from an ULS port it will be routed to the end user InterLATA PIC choice. ULS-O usage and signaling charges will apply to CLEC in such event.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXCs, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to

CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.2.1.4 CLEC and SWBT will implement the preceding three sections according to the methods, procedures, and schedule developed to implement parallel provisions in Texas and/or Oklahoma.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

5.2.3 CLEC and SWBT will work together to develop a billing solution to separate by LSP originating 800 and all terminating access records for unbundled local switching by July 1, 1998 or later date as mutually agreed to by the parties. CLEC will pay cost based rates on a competitively neutral basis. Only if there is a benefit to SWBT other than the ability to provide the requested billing information to CLEC and other LSPs will SWBT participate in paying for the development and operation of the billing solution. Cost based rates will be established based the Missouri Public Service Commission's review and approval of SWBT provided cost study on a schedule mutually agreed to by the parties. Prior to the availability of this billing solution, the parties will use a factors-based methodology to be developed and implemented between the parties within 30 calendar days from the date CLEC first orders unbundled local switching from SWBT.

5.3 **Temporary ULS Rate Structure**

5.3.1 By April 1, 1998, when SWBT's billing systems are updated to accommodate the December 31, 1997 AIN solution, SWBT will cease to use the Temporary Interim Structure described in paragraph 5.3.3 except in the following cases: 1) DMS-10 switches; 2) End user service with voice activated dial served out of a 5ESS switch; 3) Coin services where SWBT's network rather than the coin telephone provides the signaling; 4) Hotel/Motel services; 5) Certain CENTREX-like services with features that are incompatible with AIN.

5.3.2 Intraswitch calls will be handled as described above in the Standard Interim Rate Structure.

5.3.3 For completed local calls originating from a CLEC ULS Port which terminate in an end office with an 11 digit CLLI different from the originating end office CLLI, CLEC will pay, in lieu of ULS - O, ULS - T, unbundled Common Transport, and unbundled Tandem Switching rates, a charge comprised of the

following: two times ULS plus one Common Transport Termination Cost plus seven times the Common Transport Facility Cost rate plus .3 times Tandem Switching Rate. The application of this formula appears in the Appendix Pricing UNE - Schedule of Prices labeled "Local Switching - Temporary - Between Different Central Offices per Originating MOU.

5.3.4 No applicable end office switching (aka terminating compensation) will be charged for terminating the calls described in 5.3.3. While the temporary ULS rate structure is in effect, CLEC will only be charged for calls described in 5.3.3 which are completed. While the temporary ULS rate structure is in effect, CLEC will not be charged ULS - T on any calls.

5.3.5 If, when CLEC originates a call to a facilities based LSP under the Temporary Interim Structure, the LSP will bill SWBT for terminating compensation.

6.0 The following defines the zones found in the Appendix Pricing UNE - Schedule of Prices:

Rate Zone	Description
Zone 1	The geographic area within each of the SWBT exchanges which are classified as Rate group D exchanges in SWBT's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the SWBT exchanges which are classified as Rate group B exchanges in SWBT's Local Exchange Tariff.
Zone 3	The geographic area within each of the SWBT exchanges which are classified as Rate group A exchanges in SWBT's Local Exchange Tariff.
Zone 4	The geographic area within each of the SWBT exchanges which are classified as Rate group C exchanges in SWBT's Local Exchange Tariff. (Springfield Exchanges)

SOUTHWESTERN BELL TELEPHONE COMPANY / MISSOURI TELECOM, INC.

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Network Interface Device (NID)	N/A	N/A	N/A			$60.40	$30.20	
Disconnect Loop from inside wiring, per NID								
Unbundled Loops								
2-Wire Analog (8dB Loop)	$12.71	$20.71	$33.29	$18.23		$26.07	$11.09	
Conditioning for dB Loss	$6.63	$6.63	$6.63	$6.63		$22.76	$8.58	
4-Wire Analog	$19.79	$35.35	$61.16	$30.08		$28.77	$11.09	
2-Wire Digital (ISDN-BRI Loop)	$25.79	$42.10	$58.44	$41.44		$57.77	$30.22	
4-Wire Digital (DS1 Loop)	$101.18	$106.06	$107.89	$101.39		$136.63	$53.94	
4 Wire digital (ISDN-PRI Loop)	$101.18	$106.06	$107.89	$101.39		$136.63	$53.94	
Loop Cross Connects without Testing								
MDF to Collocation								
2 wire analog	$0.31	$0.31	$0.31	$0.31		$19.96	$12.69	
4 wire analog	$0.63	$0.63	$0.63	$0.63		$25.38	$17.73	
2 wire Digital ISDN-BRI	$0.31	$0.31	$0.31	$0.31		$19.96	$12.69	
4 wire Digital DS1	$0.00	$0.00	$0.00	$0.00		$34.48	$28.57	
MDF to Switch Port								
2 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
4 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
2 wire Digital ISDN-BRI	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
4 Wire digital (DS1 or ISDN-PRI)	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
MDF to DCS								
2 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
4 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
2 wire Digital ISDN-BRI	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
4 Wire digital (DS1 or ISDN-PRI)	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
Loop Cross Connects with Testing								
MDF to Collocation								
2 wire analog	$1.89	$1.89	$1.89	$1.89		$35.83	$29.44	
4 wire analog	$3.77	$3.77	$3.77	$3.77		$41.63	$35.73	
2 wire Digital ISDN-BRI	$1.89	$1.89	$1.89	$1.89		$35.83	$29.44	
4 wire Digital DS 1	$9.00	$9.00	$9.00	$9.00		$60.04	$41.06	

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
MDF to Multiplexer/Interoffice								
2 wire analog	$4.03	$4.03	$4.03	$4.03		$52.24	$45.85	
4 wire analog	$5.19	$5.19	$5.19	$5.19		$60.47	$54.57	
2 wire Digital ISDN-BRI	$6.31	$6.31	$6.31	$6.31		$52.24	$45.85	
4 Wire digital (DS1 or ISDN-PRI)	ICB	ICB	ICB	ICB		ICB	ICB	#
MDF to Switch Port								
2 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
4 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
2 wire Digital ISDN-BRI	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
4 Wire digital (DS1 or ISDN-PRI)	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	
MDF to DCS								
2 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
4 wire analog	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
2 wire Digital ISDN-BRI	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
4 Wire digital (DS1 or ISDN-PRI)	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	#
Subloop Unbundling								
8dB Feeder	$5.56	$7.27	$10.10	$7.01		ICB	ICB	
BRI Feeder	$20.93	$31.28	$39.33	$32.58		ICB	ICB	
DS1 Feeder	$67.80	$67.56	$70.99	$67.68		ICB	ICB	
8dB Distribution	$6.98	$13.35	$23.34	$11.05		ICB	ICB	
BRI Distribution	$9.92	$16.29	$26.26	$14.00		ICB	ICB	
DS1 Distribution	$4.97	$10.48	$21.80	$6.60		ICB	ICB	
Subloop Cross-Connect								
2 Wire	$0.00	$0.00	$0.00	$0.00		$61.55	$51.95	#
4 Wire	$0.00	$0.00	$0.00	$0.00		$74.00	$62.55	#
Customized Routing	ICB	ICB	ICB	ICB		ICB	ICB	
Blocking/Screening (when LCC Customized Routine is used)	ICB	ICB	ICB	ICB		ICB	ICB	

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Local Switching								
Port Charge Per Month								
Analog Line Port	$1.74	$1.97	$2.47	$2.25		$39.37	$35.27	
ISDN-BRI Port	$5.56	$5.56	$5.56	$5.56		$6.47	$3.53	
Analog DID Trunk	$13.55					$64.00		
Analog DID Trunk		$14.45				$69.47		
Analog DID Trunk			$10.60			$59.76		
Analog DID Trunk				$15.12		$62.01		
ISDN-PRI Trunk Port	$165.85	$165.85	$165.85	$165.85		$214.53	$98.53	
DS1 Trunk Port	$132.14					$162.38	$24.76	
DS1 Trunk Port		$126.71				$162.44	$24.83	
DS1 Trunk Port			$58.04			$160.47	$22.86	
DS1 Trunk Port				$140.35		$164.98	$27.36	
Usage - per Minute of Use								
Local Switching								
Temporary (see Appendix Pricing UNE, Section 5.3)								
Within the Same Central Office								
Per Originating MOU	$0.001988	$0.002391	$0.003444	$0.002934		N/A	N/A	
Between Different Central Offices								
Per Originating MOU	$0.004633	$0.005569	$0.007748	$0.006490		N/A	N/A	
Standard (see Appendix Pricing UNE, Section 5.2)								
Per Originating or Terminating MOU	$0.001988	$0.002391	$0.003444	$0.002934		N/A	N/A	
Nonrecurring Charge for Unbundled Switch Port - ' Vertical Features								
Analog Line Port Features (per feature per port)								
Call Waiting	None	None	None	None		$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		$0.00	N/A	#

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Call Forwarding Don't Answer	None	None	None	None		$0.00	N/A	#
Three-Way Calling	None	None	None	None		$0.00	N/A	#
Speed Calling - 8	None	None	None	None		$0.00	N/A	#
Speed Calling - 30	None	None	None	None		$0.00	N/A	#
Auto Callback/Auto Redial	None	None	None	None		$0.00	N/A	#
Distinctive Ring/Priority Call	None	None	None	None		$0.00	N/A	#
Selective Call Rejection/Call Bocker	None	None	None	None		$0.00	N/A	#
Auto Recall/Call Return	None	None	None	None		$0.00	N/A	#
Selective Call Forwarding	None	None	None	None		$0.00	N/A	#
Calling Number Delivery	None	None	None	None		$0.00	N/A	#
Calling Name Delivery	None	None	None	None		$0.00	N/A	#
Calling Number/Name Blocking	None	None	None	None		N/A	N/A	#
Anonymous Call Rejection	None	None	None	None		N/A	N/A	#
Analog Line Port Features (per arrangement per port)								
Personalized Ring	None	None	None	None		$0.00	N/A	#
Hunting Arrangement	None	None	None	None		$0.00	N/A	#
Analog Line Port Features (per successful occurrence per port)								
Call Trace (per feature per port)	None	None	None	None		$0.00	N/A	#
Call Trace (per successful occurrence per port)	None	None	None	None		$0.00	N/A	#
ISDN BRI port Features (per feature per B Channel)								
CSV/CSD per B Channel (required/provided)	None	None	None	None		$0.00	N/A	#
Basic Electronic Key Terminal Service (EKTS)	None	None	None	None		$0.00	N/A	#
Basic EKTS provides:								
Bridged Call Exclusion								
Bridging								
Call Forwarding Don't Answer								
Call Forwarding Interface Busy								
Call Forwarding Variable								
Message Waiting Indicator								
Speed Call (Long)								
Speed Call (Short)								

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Three-way Conference Call								
Call Appearance Call Handling (CACH) EKTS	None	None	None	None		$0.00	N/A	#
CACH EKTS includes:								
Additional Call Offereing (inherent)								
Bridged Call Exclusion								
Bridging								
Call Forwarding Don't Answer								
Call Forwarding Interface Busy								
Call Forwarding Variable								
Intercom								
Key System Coverage for Analog Lines								
Message Waiting Indicator								
Speed Call (Long)								
Speed Call (Short)								
Three-way Conference Calling								
Basic Individual Features								
Additional Call Offering	None	None	None	None		$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		$0.00	N/A	#
Call Forwarding Interface Busy	None	None	None	None		$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		$0.00	N/A	#
Call Number Delivery	None	None	None	None		$0.00	N/A	#
Hunt Group for CSD	None	None	None	None		$0.00	N/A	#
Hunt Group for CSV	None	None	None	None		$0.00	N/A	#
Message Waiting Indicator	None	None	None	None		$0.00	N/A	#
Secondary Only Telephone Number	None	None	None	None		$0.00	N/A	#
Three Way Conference Calling	None	None	None	None		$0.00	N/A	#
ISDN PRI Port Features								
CSV/CSD per B Channel (required/provided)								
Backup D Channel (per PRI)	None	None	None	None		$0.00	N/A	#
Calling Number Delivery (per PRI)	None	None	None	None		$0.00	N/A	#
Dynamic Channel Allocation (per PRI)	None	None	None	None		$0.00	N/A	#
DID #s - see Analog Trunk Port Features						See Analog DID Trunk Port Features		
Analog Trunk Port Features (per feature per port)								

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
DID #s - Initial 100#s	None	None	None	None		$0.00	N/A	#
Initial 10#s	None	None	None	None		$0.00	N/A	#
Subsequent Add or Remove 100#s	None	None	None	None		$0.00	N/A	#
Subsequent Add or Remove 10#s	None	None	None	None		$0.00	N/A	#
DS1 Digital Trunk Port Features (per feature per port)								
DID#s - see Analog DID Trunk Port Features						See Analog DID Trunk Port Features		
DS1 Digital Trunk Port Features								
DID #s - see Analog Trunk Port Features						See Analog Trunk Port Features		
Analog Line Port (ALP) Features for Unbundled Centrex								
Standard Feature initialization per Analog Line Port	None	None	None	None		$0.00	N/A	#
Individual Features (per feature per port):								
Automatic Callback Calling/Business Group Callback	None	None	None	None		$0.00	N/A	#
Call Forwarding Variable/Business Group Call								
Forwarding Variable	None	None	None	None		$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		$0.00	N/A	#
Call Hold	None	None	None	None		$0.00	N/A	#
Call Pickup	None	None	None	None		$0.00	N/A	#
Call Transfer - All Calls	None	None	None	None		$0.00	N/A	#
Call Waiting - Intragroup/Business Group Call Waiting	None	None	None	None		$0.00	N/A	#
Call Waiting - Originating	None	None	None	None		$0.00	N/A	#
Call Waiting - Terminating	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Fully Restricted	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Semi Restricted	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Toll Restricted	None	None	None	None		$0.00	N/A	#
Consultation Hold	None	None	None	None		$0.00	N/A	#
Dial Call Waiting	None	None	None	None		$0.00	N/A	#
Directed Call Pckup - Non Barge In	None	None	None	None		$0.00	N/A	#
Directed Call Pickup - With Barge In	None	None	None	None		$0.00	N/A	#
Distinctive Ringing and Call Waiting Tone	None	None	None	None		$0.00	N/A	#
Hunting Arrangement - Basic	None	None	None	None		$0.00	N/A	#
Hunting Arrangement - Circular	None	None	None	None		$0.00	N/A	#
Speed calling Personal (short list)	None	None	None	None		$0.00	N/A	#
Three Way Calling	None	None	None	None		$0.00	N/A	#

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Voice/Data Protection	None	None	None	None		$0.00	N/A	#
ISDN BRI Port Features for Unbundled Centrex								
Network Transport Option(s) - Required								
Circuit Switched Voice (CSV) Circuit Switched Data (CSD) per B Channel	None	None	None	None		$0.00	N/A	#
Standard feature initialization per ISDN BRI Device	None	None	None	None		$0.00	N/A	#
Individual features (per feature per B Channel)	None	None	None	None		$0.00	N/A	#
Additional Call Offering for CSV	None	None	None	None		$0.00	N/A	#
Automatic Callback Calling	None	None	None	None		$0.00	N/A	#
Call Forwarding Busy Line	None	None	None	None		$0.00	N/A	#
Call Forwarding Don't Answer	None	None	None	None		$0.00	N/A	#
Call Forwarding Variable	None	None	None	None		$0.00	N/A	#
Call Hold	None	None	None	None		$0.00	N/A	#
Call Pickup	None	None	None	None		$0.00	N/A	#
Call Transfer - All Calls	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Fully Restricted	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Semi Restricted	None	None	None	None		$0.00	N/A	#
Class of Service Restriction - Toll Restricted	None	None	None	None		$0.00	N/A	#
Consultation Hold	None	None	None	None		$0.00	N/A	#
Dial Call Waiting	None	None	None	None		$0.00	N/A	#
Directed Call Pickup - Non Barge In	None	None	None	None		$0.00	N/A	#
Directed Call Pickup - With Barge In	None	None	None	None		$0.00	N/A	#
Distinctive Ringing	None	None	None	None		$0.00	N/A	#
Hunting Arrangement - Basic	None	None	None	None		$0.00	N/A	#
Hunting Arrangement - Circular	None	None	None	None		$0.00	N/A	#
Speed Calling Personal (short list)	None	None	None	None		$0.00	N/A	#
Three Way Calling	None	None	None	None		$0.00	N/A	#
Centrex-like System Charges								
Centrex-like System Options								
System Initial Establishment per Serving Office - Analog Only						$0.00	$0.00	#
System Initial Establishment per Serving Office - Analog/ISDN BRI mix						$0.00	$0.00	#
System Initial Establishment per Serving Office - ISDN BRI Only						$0.00	$0.00	#
System Subsequent Change per Serving Office - Analog only system						$0.00	$0.00	#

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
System Subsequent Change per Serving Office - Analog/ISDN BRI						$0.00	$0.00	#
mixed system								
System Subsequent Change per Serving Office - ISDN BRI only system						$0.00	$0.00	#
existing ISDN BRI only system								
System Subsequent Conversion per Serving Office - Add Analog to						$0.00	$0.00	#
to existing ISDN BRI only system								
System Subsequent Conversion per Serving Office - Add ISDN BRI to						$0.00	$0.00	#
existing Analog only system								
Tandem Switching per minute of use	$0.001510	$0.001510	$0.001510	$0.001510		N/A	N/A	
Unbundled Common Transport						InterZone		
Common Transport facility min/mile	$0.000002	$0.000007	$0.000015	$0.000001		$0.000003	N/A	
Termination per minute of use	$0.000190	$0.000285	$0.000302	$0.000162		$0.000332	N/A	
Dedicated Transport								
Entrance Facility*								
DS1	162.30	162.30	162.30	162.30		628.00	456.00	#
DS3	1884.49	1884.49	1884.49	1884.49		637.00	496.00	#
OC3	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12	ICB	ICB	ICB	ICB		ICB	ICB	#
*When AT&T orders Unbundled Dedicated Transport between an AT&T								
office and a SWBT office, and the facilities used between those offices								
are of a higher TELRIC cost than facilities between two SWBT offices,								
AT&T will pay TELRIC cost-based entrance facility rates.								
Interoffice Transport					InterZone			
DS 1 Dedicated Transport I/O First Mile	$57.49	$86.96	$92.07	$48.70	$100.36	$184.84	$118.14	
DS 1 Dedicated Transport I/O Additional Mile	$0.62	$1.67	$1.60	$0.19	$0.97	$184.84	$118.14	
DS 3 Dedicated Transport I/O First Mile	$925.21	$1,824.14	$2,052.06	$789.13	$2,361.66	$203.10	$135.06	
DS 3 Dedicated Transport I/O Additional Mile	$15.64	$56.45	$97.60	$17.32	$25.87	$203.10	$135.06	
OC3 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 3 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 12 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
OC 48 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB		ICB	ICB	#

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
OC 48 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB		ICB	ICB	#
Dedicated Transport Cross Connect								
DS1	$12.00	$12.00	$12.00	$12.00		$99.00	$95.00	#
DS 3	$30.08	$30.08	$30.08	$30.08		$54.98	$42.90	
OC3	ICB	ICB	ICB	ICB		ICB	ICB	#
OC12	ICB	ICB	ICB	ICB		ICB	ICB	#
OC48	ICB	ICB	ICB	ICB		ICB	ICB	#
DCS								
DCS Port Charge - DS0	$13.70	$13.70	$13.70	$13.70		$24.30		#
DCS Port Charge - DS1	$45.14	$45.14	$45.14	$45.14		$43.00		#
DCS Port Charge - DS3	$490.05	$490.05	$490.05	$490.05		$32.00		#
DCS Establish	$1,772.00	$1,772.00				$1,772.00		#
Dataase Modification	$80.00	$80.00				$80.00		#
Reconfiguration	$1.25	$1.25				$1.25		#
Multiplexing								
VG - DS1	$180.00	$180.00	$180.00	$180.00		$260.00	$161.00	#
DS1 - DS3	$815.00	$815.00	$815.00	$815.00		$1,372.00	$813.00	#
SS7 Links - Cross Connect								
STP to Collocation Cage - DS0	$74.20	$74.20	$74.20	$74.20		$299.80	$202.45	#
STP to Collocation Cage - DS1	$53.65	$53.65	$53.65	$53.65		$259.00	$174.45	#
STP to SWBT MDF - DS0	$74.20	$74.20	$74.20	$74.20		$299.80	$202.45	#
STP to SWBT DSX Frame - DS1	$53.65	$53.65	$53.65	$53.65		$257.00	$174.45	#
Signaling and Call Related Databases								
STP Access Connection - 1.544 Mbps		**See Dedicated Transport**						
		Entrance Facility - DS1						
		Interoffice Transport - DS1						
		Cross Connect - DS1						
SS7 Port*	$480.61					$217.14*	N/A	
SS7 Transport								
Per Octet	$0.0000007					N/A	N/A	
Per Call	$0.0001190					N/A	N/A	
Toll Free Calling Database Query								

339

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Simple	$0.000254					N/A	N/A	
Complex (includes Simple rate plus Call Destination and Handling)	$0.000288					N/A	N/A	
Calling Name Delivery Query	$0.000547					N/A	N/A	
Line Information Database Query	$0.008292					N/A		
Query Transport	$0.000105					N/A		
LVAS	$0.000000					N/A		
*Includes NRC for STP port termination, signaling point code, and global title translation								
Directory Assistance *								
Directory Assistance	$0.4010	per call						
Directory Assistance Call Completion (DACC)	$0.2400	per call						
*The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507.								
Operator Services*								
Local /IntraLATA Operator Assistance (fully automated)	$0.173							
Operator Work Seconds	$0.020							
*The Final Arbitration Order required the use of the lowest existing inter-company compensation arrangement as this would allow SWBT to recover the costs of providing these services and is an appropriate rate. Recognizing the age of SWBT's contract, the Commission directs SWBT to charge its lowest existing inter-company compensation rates for agreements entered into after the August 28, 1996 effective date of Missouri's Senate Bill 507.								
Access to Directory Assistance Database, Attachment 6, 9.8.1								
Database Service		ICB						#
Direct Access, per search		ICB						#

340

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
Service Establishment		ICB						#
Call Branding (DA/OS)#								
Rate per branded call**		$0.02						
Rate per initial load		$2,325.00	per TOPS switch, per brand					
Rate per subsequent changes to brand		$2,325.00	per TOPS switch, per brand					
** Rates,not applicable when SWBT OS/DA services are provided if AT&T is facilities based with its own NXX and calls are sent to SWBT's OS/DA platform via a dedicated trunk group.								
#Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission								
by December 31, 1998 in a proceeding initiated by AT&T.								
Service Rate Information (DA/OS)#								
Rate per initial load		$0.00						#
Rate per subsequent rate change		$0.00						#
Rate per subsequent reference change		$0.00						#
#Subject to true-up based on a ruling by the Missouri Commission in the Arbitration proceeding in Docket No. TO-97-40 or TO-98-115 or any other decision rendered by the Missouri Commission								
by December 31, 1998 in a proceeding initiated by AT&T.								
Operations Support Systems (OSS)								
System Access		$3,345.00						
Remote Access Facility								
Direct Connection		$1,580.00						
Dial-up Connection		$316.00						
Service Order Charges - Unbundled Element								
CLEC Simple Conversion Charge						5.00 **(Note 1)		
New Service						$0.00		#
Change						$0.00		#
Record						$0.00		#
Disconnect						$0.00		#
Suspend/Restore						$0.00		#
Expedited						$0.00		#
Manual Service Charge (See 3.6.4 of Appendix Pricing UNE)						$0.00		#
PIC Change Charge						$0.00		#

	Monthly Rates					Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4		Initial	Add'l	Interim Subject to True-up
**Note 1 - No other nonrecurring charges apply under a CLEC Simple conversion								
Dark Fiber								
Fiber Termination	$4.50	$4.50	$4.50	$4.50		$42.52	$28.41	
Fiber, per strand, per foot	$0.002085	$0.003156	$0.004752	$0.002085				
Dark Fiber Cross-Connect	$47.00					$100.00	$70.00	#
Dark Fiber Records Research								
Subloop feeder						$755.45	$102.50	#
Interoffice						$227.40	$44.60	#
Maintenance of Service Charges								
		Initial	Add'l					
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof				
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof				
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof				
Time and Materials Charges								
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof				
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof				
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof				
NonProductive Dispatch Charges								
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof				
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof				
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof				

ATTACHMENT 7: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

1.1 SWBT will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements ("UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning - Unbundled Network Elements.

1.2 CLEC may order, and SWBT will fill orders, for unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SWBT on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element. CLEC must specify when placing an order, in what order the unbundled Network components are to be connected, consistent with the industry standards referenced in paragraph 3.3 of this Attachment. SWBT will make available to CLEC the information reasonably required for such specifications. The Parties will cooperate to implement this section until industry standards are developed.

1.3 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users.

1.4 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

1.5 In ordering and provisioning unbundled Network Elements and Combinations, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Network Elements will be ordered as either Common Use or Customer Specific as follows:

1.5.1 Common Use unbundled Network Elements are defined as unbundled Network Elements provided by SWBT that are used by CLEC to provide a Telecommunications Service but are not customer specific, including, without limitation, Common Transport, Dedicated Transport, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems. Common-Use Unbundled Network Elements will be ordered in a manner that is consistent with the OBF Access Service Request Process; in addition customized routing will be ordered in the same manner. When CLEC orders an unbundled Local Switch Port, and does not order customized routing, SWBT will provide CLEC access to SWBT's local network elements for the purposes of completing

CLEC end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. CLEC will pay the charges for usage of those elements in accordance with Appendix Pricing UNE - Schedule of Prices.

1.5.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by CLEC to deliver retail local services. CLEC and SWBT will use a mutually agreeable X.25 or TCP/IP based network to exchange requests. CLEC and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

1.6 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from CLEC. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and CLEC and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.

2.0 Pre-Order Interface

2.1 SWBT and CLEC agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4. The dispatch requirement and due date functionality (this due date functionality is specific to unbundled elements ordered in combination) will be provided not later than 90 days following the effective date of the revised Interconnection Agreement.

3.0 Ordering and Provisioning Interface

3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to CLEC before electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2.

3.2 CLEC and SWBT agree to implement the Electronic Gateway Interface, which will be transaction based, to provide the pre-service ordering information for Unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment, and Customer Service Record Information (CSR) in English. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning of the following elements: unbundled Local Loop, unbundled Local Loop with Interim Number Portability, Interim Number Portability, and unbundled Switch Ports. For these elements the order activity types supported include new connect, change, disconnect, inside move, outside move, records change, and conversion with change. Both Electronic Gateway Interface for pre-order and EDI for ordering and provisioning for the above listed elements will be available.

3.2.1 SWBT will make LEX available to CLEC. The following order types may be processed via LEX: New Connect; Records, Change; (Features, Listings, interLATA and intraLATA (when available), Long Distance PICs); Conversion (resale or using unbundled network elements as specified); Outside move (e.g., From and To for a change of premises); Disconnect.

3.3 SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 180 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon.

3.4 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's pre ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre ordering, ordering and provisioning via the Local Operations Center (LOC) 24 hrs/day, 7 days a week.

3.4.1 SWBT will provide pre ordering, ordering and provisioning services to CLEC for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out of hours (other than Monday through Friday from 8:00 a.m. to 5:00 p.m.,) pre ordering, ordering, and/or provisioning services. If CLEC requests that SWBT perform such services SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SWBT's quote, SWBT will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.

3.5 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide CLEC availability to electronic interfaces for all pre-order, ordering and provisioning processes equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of Section 2.1 above and Section 7.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to CLEC a toll free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8:00 AM to 5:30 PM, Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 PM to 8:00 PM, Monday through Friday, and from 8:00 AM through 8:00 PM on Saturday.

3.6 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.

3.7 SWBT will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3.8 SWBT will provide the following to CLEC upon request:

3.8.1 Design Layout Record Card for designed unbundled Network Elements;

3.8.2 advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC.

3.8.3 a subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

3.8.4 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. SWBT will also identify the switch manufacturer and currently loaded generic program level. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this Information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

3.9 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.

3.10 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's corresponding Work Center(s) and between SWBT's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures.

3.11 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

3.12 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers

to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.

4.0 Pre-Ordering and Ordering Interface Requirements

4.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment.

4.2 When ordering unbundled Network Elements or Combinations, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:

4.2.1 obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;

4.2.2 identify features and services to which the SWBT customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);

4.2.3 electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;

4.2.4 determine if a service call is needed to install the line or service;

4.2.5 provide service availability dates to the customer;

4.2.6 provide information regarding the dispatch/installation schedule, if applicable;

4.2.7 provide PIC options for intraLATA toll (when available) and interLATA toll; and

4.2.8 perform address verification.

4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

5.0 Ordering Requirements

5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Suspend/Restore".

5.2 Intentionally left blank

5.2.1 Intentionally left blank

5.3 When ordering unbundled Local Switching, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

5.4 Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.

5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.

5.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.

5.6 SWBT will provide CLEC with standard provisioning intervals for all unbundled Network Elements.

5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching, from CLEC's service order.

5.8 At such time that CLEC determines to use AIN features, the Parties will jointly determine ordering and provisioning procedures for AIN services.

5.9 On a conversion as specified order, SWBT will not require CLEC to provide data that already exists in SWBT's database. (This does not include LIDB database.) CLEC is willing to enumerate the elements to SWBT. However, SWBT will not move or delete the CLEC's customer information in its databases unless asked to by CLEC. If CLEC wishes to change information in SWBT's database, CLEC will provide the complete information to SWBT using the service order process.

5.10 When ordering elements, including either Customer-Specific Combinations or Common-Use Combinations, CLEC may complete the order and specify the functionality of that Combination using national standards for ordering and provisioning, i.e., it will be necessary and sufficient for CLEC to complete all fields on the LSR that the OBF has designated as required (or as conditional, if the condition is satisfied), unless both parties agree otherwise.

5.10.1 Combinations will be identified and described by CLEC so that they can be ordered and provisioned together. All elements and functionalities will be enumerated using OBF defined fields (e.g., Pulse, Sgnl (signaling), TBE (Toll Billing Indicator, Feature, Feature Detail) and industry standard formats. CLEC is willing to provide SWBT information that cannot be provided using standard OBF fields and values in a mutually agreed to manner. However, CLEC will use the OBF defined fields as well as the values for those fields to identify the functionalities of the elements ordered.

6.0 Provisioning Requirements

6.1 Except in the event a CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

6.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of a CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.

6.3 SWBT will provide CLEC with an FOC for each order (multiple WTNs may be included on one order) within 24 hours of SWBT's receipt of that order. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number.

6.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC and 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties.

6.5 SWBT maintains that all UNEs sold to CLEC meet the specifications contained in SWBT's technical publications. If upon testing CLEC determines that the UNE does not meet the specifications contained in SWBT's technical publications, upon receipt of a trouble report, SWBT will repair or replace the UNE to meet the specifications contained in SWBT's technical publications at its own expense. CLEC may charge SWBT for pre-service testing expenses only if the inspection reflects that SWBT is in substantial noncompliance with the specifications contained in SWBT's technical publications.

6.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.

6.7 SWBT and CLEC agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements later than 120 days from the finalization of the OBF guidelines for this transaction or date otherwise mutually agreed to by the parties. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim manual basis, until the 855 transaction is available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, CLEC may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

6.8 When a SWBT employee visits the premises of a CLEC customer in respect to installation, maintenance and repair services, the SWBT employee will inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) will also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

6.9 SWBT technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to the service order dispatched at the time of installation. When a SWBT employee visits the premises of a CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC.

6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under a CLEC order for such service.

6.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.

6.12 When CLEC orders unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

7.0 Performance Requirements

7.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the applicable interval, CLEC will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.

7.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.

7.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.

7.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts within one (1) week of such modifications.

7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time - 30 days; (c) percent no access (a, b, and c will be measured and reported on a monthly basis by SWBT for both CLEC customers and SWBT customers); and (d) LOC response time. SWBT will provide the same level of service to CLEC customers as it provides to its own customers.

7.6 When new processes and electronic interfaces are implemented between CLEC and SWBT, SWBT and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.

8.0 Intervals For Order Completion for UNE and Other Items

8.1 SWBT will provide the provisioning intervals as outlined in Attachment 17 of this Agreement.

9.0 Operational Readiness Test (ORT) for Ordering/Provisioning

9.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than April, 1997.

10.0 Pricing

10.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

ATTACHMENT 8: MAINTENANCE - Unbundled Network Elements

1.0 General Requirements

1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

2.2 SWBT will provide the maintenance measurements as outlined in Attachment 17 of this Agreement.

2.3 When scheduled maintenance is required on a network element dedicated to CLEC, SWBT will work with CLEC to schedule such maintenance. SWBT will make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

3.0 Electronic Bonding

3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.

3.2 CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 3, Draft 1, dated January 13, 1997, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is tentatively scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If CLEC fails to begin testing by April, 1997, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:

a) the ability to enter a new trouble ticket electronically;

b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;

c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;

d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;

3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:

a) performing feature and line option verification and request corrections;

b) performing network surveillance (e.g., performance monitoring);

c) initiating and receiving test results;

d) receiving immediate notification of missed appointments;

e) identifying existing cable failures (by cable and pair numbering).

3.3.1 SWBT agrees to notify CLEC of upgrades to existing test systems associated with UNEs and the deployment of new test systems within SWBT and to negotiate terms, conditions and prices with CLEC to allow CLEC to use such systems through a controlled interface when possible.

3.3.2 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by CLEC and SWBT.

3.3.3 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.

3.3.4 CLEC and SWBT will exchange requests over a mutually agreeable network. CLEC and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.

3.4 SWBT and CLEC will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

4.0 Repair Service Response

4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.

5.0 Intercompany Communications

5.1 The SWBT Network Management Service Center ("NMSC") will utilize the CLEC Network Management Center ("NMC") as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC customer. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC may call the SWBT NMSC in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

6.0 Emergency Restoration Plan

SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:

6.1 the establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;

6.2 disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19,1996, and as subsequently modified;

6.3 the SWBT NMSC will notify CLEC's Denver NMC of all activities involving central office and interoffice networks.

6.4 the SWBT LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When scheduled maintenance is required on a network element dedicated to CLEC, SWBT will work with CLEC to schedule such maintenance. SWBT will make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

6.5 methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;

6.6 methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;

6.7 site specific disaster recovery plans for LOC and LSPSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSPSC Plan dated June 4, 1996, and as subsequently modified;

6.8 site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and

6.9 generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability, will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all

customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability, the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

8.0 Repair Procedures

SWBT agrees to the following:

8.1 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: The SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LOC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LOC.

8.2 SWBT will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LSPC) twenty-four (24) hours per day, seven (7) days per week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in SWBT and CLEC LOCAL Service division Joint Implementation Agreement, Version 1.0 signed by both parties on 9/4/97.

8.3 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.

8.4 CLEC will utilize the Toolbar or the EBI to obtain the status of open and closed trouble reports.

8.5 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LSPC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in

SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

8.6 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

8.7 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

a) speed of answer in the LOC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly); b) percent missed commitments for nondesigned services;
c) average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
d) percent right the first time (repeat reports): nondesigned — 10 days; designed — 30 days;
e) percent report rate nondesigned - Note: Comparison will be applicable only after CLEC s customer base equals or exceeds 300,000 lines;
f) percent no access – nondesigned.

The above performance measurements will be measured and reported to CLEC on a monthly basis by SWBT for both CLEC customers and SWBT customers. If the quality of service provided to CLEC customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, CLEC may request a service improvement meeting with SWBT.

8.8 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

9.1 SWBT will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SWBT's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

10.0 Premises Visit Procedures

10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.

10.2 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.

10.3 When a SWBT employee visits the premises of a CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.

10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises an "CLEC branded" "no access" card requesting the customer to call CLEC for rescheduling of repair.

11.0 Testing

11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SWBT will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.

11.2 SWBT and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and CLEC under which they will work together.

12.0 Pricing

12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.

ATTACHMENT 9: BILLING - OTHER

1.0 Introduction

1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.

2.0 Billing Information and Charges for UNE

2.1 SWBT and CLEC have mutually agreed that SWBT will provide a BAN for each class of service within the same LATA. There is no distinction between Residence and Business for unbundled network elements.

2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Bills will not be rendered for any Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.

2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

3.0 Issuance of UNE Bills

3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by CLEC no

later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bellcore, or its successor, and as further described in CLEC's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter CLEC UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by February 1, 1997.

3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SWBT must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	Thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

5.0 Tape Or Paper Transmissions

5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

6.0 Testing Requirements

6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with

the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.

6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) business days, whichever is later.

7.0 Additional Requirements

7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Unbundled Network Elements bill certification by December 31, 1997, unless otherwise mutually agreed.

9.0 Payment of Charges

9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a

bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SWBT with one address to which such payments will be rendered and SWBT will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and CLEC will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

10.0 Examination of Records

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

11.0 Meet Point Billing

11.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

11.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as

outlined in the MECAB document. Such information will be provided, on a one time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

11.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.5 Intentionally left blank

11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.

11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost.

11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than January 1, 1997.

12.0 Mutual Compensation

12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.

12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry process for mutual compensation. The parties will work together to develop an electronic transmission mechanism for mutual compensation data.

12.3 The Parties will work cooperatively to establish, not later than January 1, 1997, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

13.0 Pricing

13.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

1.1 This Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements from SWBT.

2.0 General Requirements for Usage Data

2.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six months after CLEC begins providing local services to customers.

2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

3.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to a CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;

- records will include complete call detail and complete timing information for unbundled Network Elements.

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

3.2 SWBT will provide to CLEC Usage Data for CLEC end user customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

4.4 In addition to the CLEC usage data transfer requirements defined above, when CLEC is providing telecommunications services to its customers through the use of unbundled local switching SWBT will provide to CLEC recorded usage data sufficient for CLEC to render access bills, to the extent permitted pursuant to this Agreement, for originating interLATA and intraLATA toll calls (to the extent permitted pursuant to this Agreement), with the exception of originating 800 calls. The information required for CLEC to render originating 800 access bills and terminating access bills will be handled in accordance with Appendix UNE Pricing, Section 5.2.3.

5.0 Usage Data Reporting Requirements

5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

5.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 CLEC and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.

5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997 or otherwise as mutually agreed by both Parties.

6.0 Charges

6.1 **Partial Loss** - SWBT will review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes will be reported, if possible.

6.2 SWBT will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

7.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of eight cents ($0.08) for each working telephone number (WTN) transmitted.

7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or UNEs of SWBT that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

8.0 Alternatively Billed Calls

8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from a CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be $.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

9.0 Pricing

9.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SWBT 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.

1.0 The Parties will interconnect their facilities as follows:

1.1 In each SWBT Exchange Area in which CLEC offers local exchange service, the Parties will interconnect their network facilities at a minimum of one mutually agreeable Point of Interconnection (POI). Each party will be responsible for providing necessary equipment and facilities on their side of the POI. If CLEC establishes collocation at an end office, any direct trunks will be provisioned over the CLEC collocation facility. The POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as CLEC initiates exchange service operations in additional SWBT Exchange Areas;

1.2 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services;

1.3 SWBT will interconnect its network facilities with CLEC's facilities under terms and conditions no less favorable than those identified herein.

2.0 Where CLEC interconnects with SWBT for the purpose of exchanging traffic between networks, CLEC may use any of the following interconnection methods, including but not limited to, Physical Collocation Interconnection, Virtual Collocation Interconnection, SONET Based Interconnection, Mid Span Fiber Interconnection, leasing of SWBT facilities or other mutually agreeable methods of interconnection. Appendix Network Interconnection Methods (NIM), attached hereto and incorporated herein, describes such methods.

3.0 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.

4.0 The Parties also agree to comply with the terms of Appendix SS7 Interconnection, which is attached hereto and incorporated herein.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

1.1 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 SWBT facilities. The diagrams in Section 6.0 of this Appendix, which are not necessarily all inclusive, depict trunk groups for message network, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of CLEC.

1.2 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. Any figures or schematics are for convenience of reference only and in no way modify the terms and provisions of this Agreement.

1.3 SWBT will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic. By April 30, 1999, SWBT and CLEC may establish a single two way trunk group to provisioned to carry intraLATA (including local) and interLATA traffic. CLEC may have administrative control (e.g., determination of trunk size) of this combined two way trunk group. Prior to April 30, 1999 as referenced above, when traffic is not segregated according to a traffic type (or prior to the Parties' ability to segregate traffic according to traffic type) the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic. This arrangement will not be used by CLEC to avoid access charges for interLATA traffic that is neither originated by, or terminated to, a CLEC local service customer.

2.0 Trunk Group Configurations:

2.1 InterLATA Toll, Local Traffic and IntraLATA Interexchange (Toll) Traffic:

2.1.1 CLEC Originating (CLEC to SWBT):

Subject to Section 1.3 above, interLATA toll traffic and intraLATA toll traffic may be combined with local traffic on the same trunk group when CLEC routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group

will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local, intraLATA toll, and interLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

2.1.2 CLEC Terminating (SWBT to CLEC):

Where SWBT has a combined local and access tandem, SWBT will combine the local, interLATA and intraLATA toll traffic over a single trunk group to CLEC. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to CLEC. As noted in Section 2.1.1, direct trunk group(s) between CLEC and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only supports MF signaling.

2.2 Access Toll Connecting Traffic:

Access Toll Connecting Traffic will be transported between the SWBT access tandem and CLEC over a "meet point" trunk group separate from local, intraLATA toll, and interLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, CLEC may utilize a single "meet point" access toll connecting trunk group to one SWBT access tandem within the exchange. This trunk group will be set up 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. This arrangement is subject to the time frames referenced in Section 1.0.

2.3 Intentionally left blank

2.4 911 Emergency Traffic:

2.4.1 A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize CAMA/ANI MF signaling.

2.4.2 Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SWBT end office that serves the appropriate

PSAP. This trunk group will be set up as one-way outgoing only and will utilize CAMA/ANI MF signaling.

2.5 Mass Calling (Public Response Choke Network):

2.5.1 CLEC may use call-gapping and software designed networks to control Mass Calling. In addition, 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)

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

2.6 Operator Services

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

2.6.1 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 SWBT's TOPS tandem. SWBT 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 SWBT TOPS platform that are currently used for existing IXC inward operator services.

2.6.2 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. SWBT 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

SWBT's Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to SWBT's operator over an IXC network.

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the local 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.01M [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%

4.0 Forecasting/Servicing Responsibilities

4.1 SWBT and CLEC will be jointly responsible for forecasting and servicing all two-way trunk groups between the two networks. SWBT will be responsible for forecasting and servicing the one-way trunk groups terminating to CLEC. CLEC will be responsible for forecasting and servicing the one-way trunk groups to SWBT including terminating, transit, operator services, directory assistance and E911 trunks. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

5.0 Servicing Objective/Data Exchange

5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0. 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.

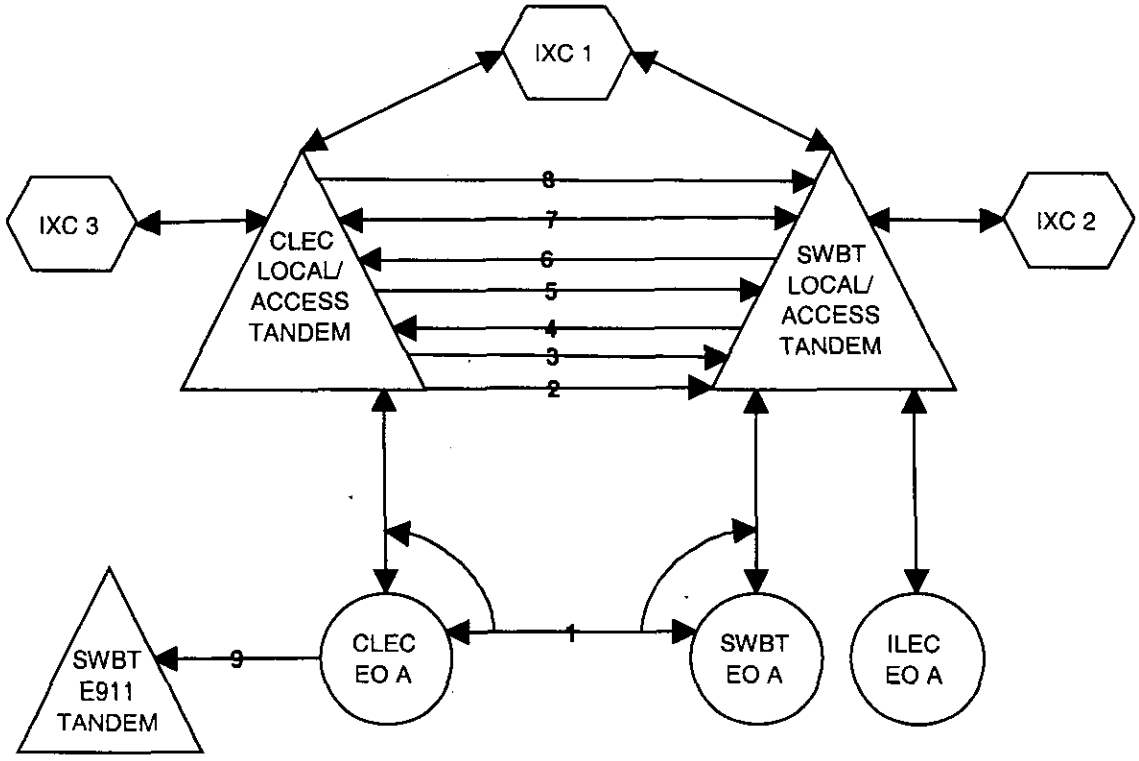
5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

5.3 When the traffic between the Parties' end offices is forecasted to equal or exceed a DS1 the Parties may mutually agree to establish a direct trunk group.

6.0 Interconnection Trunking Diagrams

The attached four diagrams depict the interconnection trunking arrangements described above.

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM INTERCONNECTED WITH CLEC LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)



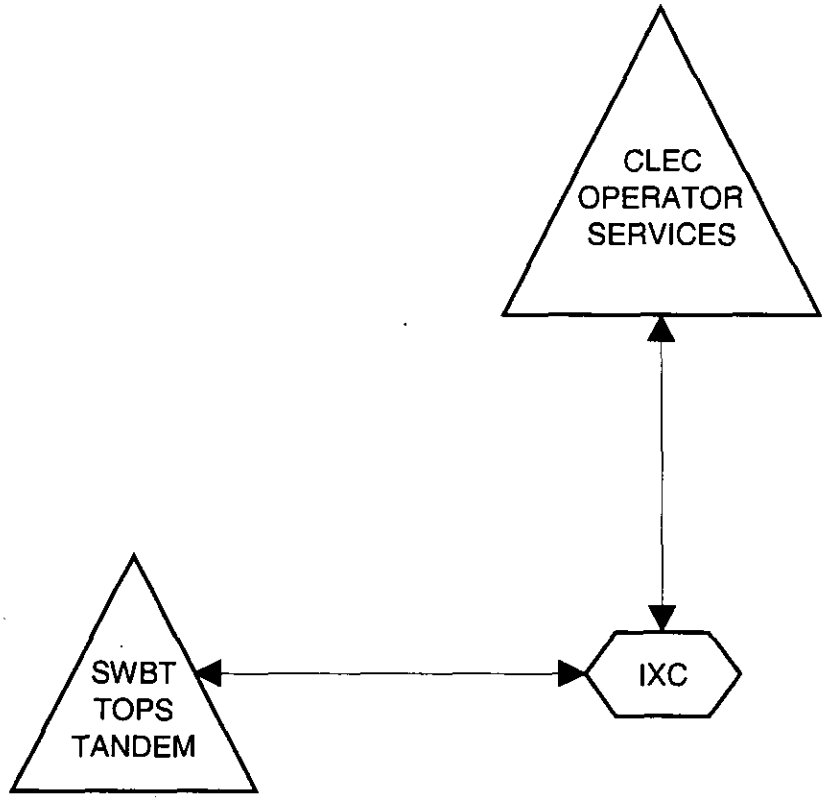
TRAFFIC USE/MODIFIER	DESCRIPTION
1. TEJ	LOCAL, INTRALATA & INTERLATA (SS7 SIGNALING) -2-WAY
2. TOCRJ	MASS CALLING (MF SIGNALING)
3. DD800J	INTRALATA 800 (MAXIMIZER 800)(SS7 SIGNALING)#
4. DD800J	INTRALATA 800 (SS7 SIGNALING)%
5. ITJ	LOCAL, INTRALATA and INTERLATA (SS7 SIGNALING)
6. ITJ	LOCAL, INTRALATA and INTERLATA (SS7 SIGNALING)
7. ITJ	INTRALATA and INTERLATA (SS7 SIGNALING)
8. ITJ	INTRALATA and INTERLATA (MF SIGNALING)@
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for CLEC.
% Required if CLEC does not perform the database query for SWBT.
@ Required at the Dallas 4ESS switch only for 10XXXX# cut through and Feature Group B over D.
Note: When Local, IL & LD traffic is combined on the same truck group, the Traffic Use Code will be ITJ.

OPTION 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR CLEC

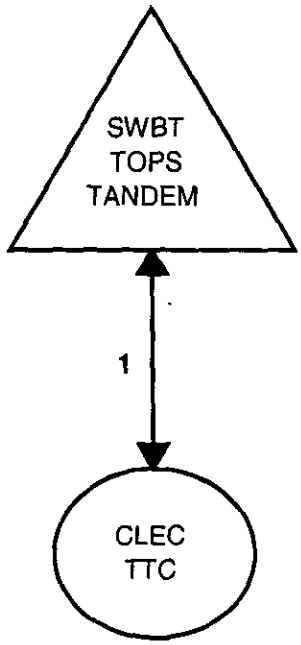
121 INWARD OPERATOR ASSISTANCE



Note: This option would use existing Interexchange Carrier Network.

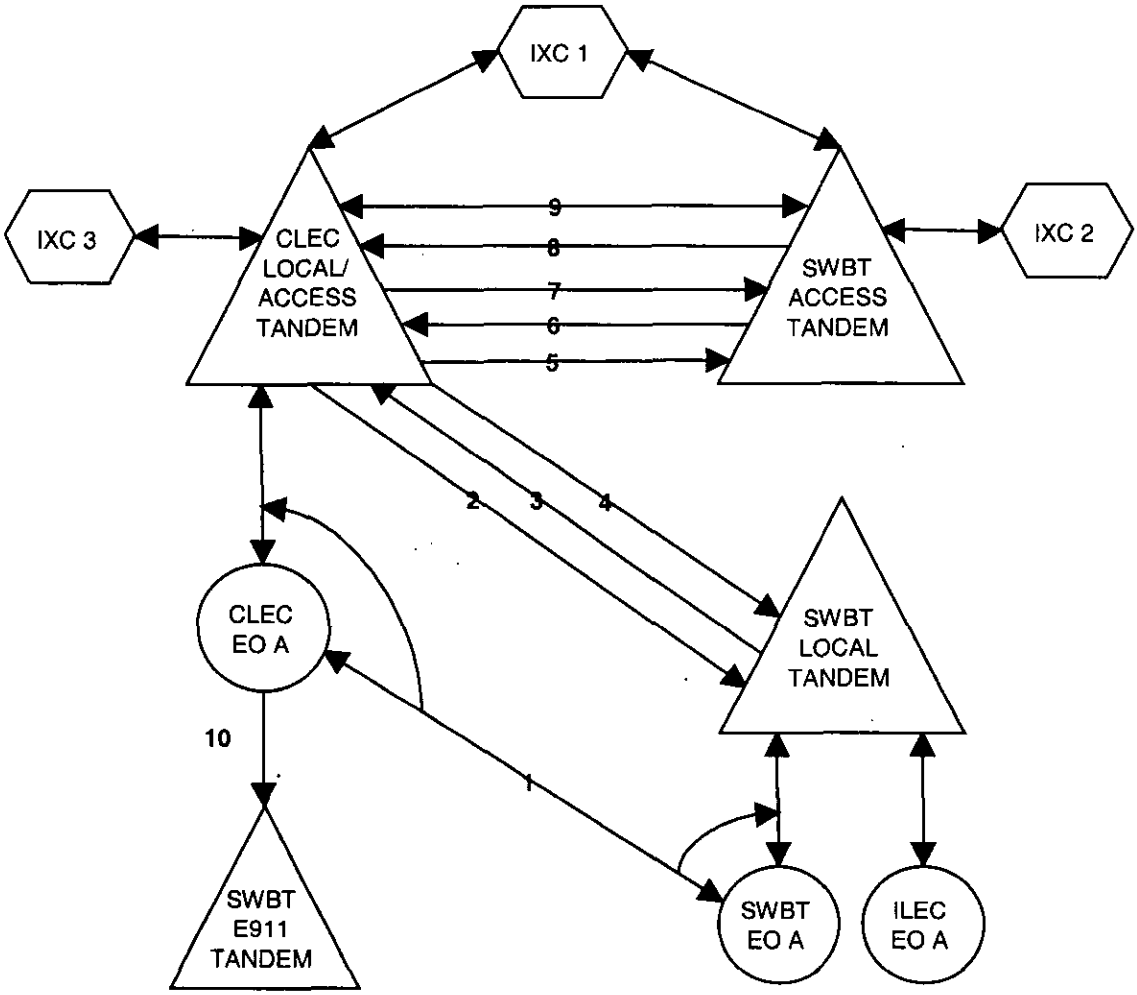
OPTION 2

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR CLEC AND CLEC'S SWITCH IS THE DESIGNATED OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE



TRAFFIC USE/MODIFIER	DESCRIPTION
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS INTERCONNECTED WITH CLEC LOCAL/ACCESS TANDEM (WITH SOME DIRECT END OFFICE TRUNKING)



TRAFFIC USE/MODIFIER	DESCRIPTION
1. TEJ	LOCAL, INTRALATA & INTERLATA(SS7 SIGNALING) -2-WAY
2. MTJ	LOCAL ONLY (SS7 SIGNALING)
3. MTJ	LOCAL ONLY (SS7 SIGNALING)
4. TOCRJ	MASS CALLING (MF SIGNALING)
5. DD800J	INTRALATA 800 (MAXMIZER 800)(SS7 SIGNALING)#
6. DD800J	INTRALATA/INTERLATA 800 (SS7 SIGNALING)%
7. ITJ	INTRALATA / INTERLATA(SS7 SIGNALING
8. ITJ	INTRALATA / INTERLATA(SS7 SIGNALING)
9. ITJ	INTRALATA / INTERLATA (SS7 SIGNALING)
10. ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for CLEC.

% Required if CLEC does not perform the database query for SWBT.

Note: This applies to situations where CLEC supplies separate trunks to LT & AT. Where CLEC does not, CLEC will send to AT.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: MidSpan Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; and leasing of SWBT facilities.

1.0 Mid-Span Fiber Interconnection (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture.

1.1 There are two basic mid-span interconnection designs:

1.1.1 Design One: CLEC's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SWBT central office.

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

1.1.1.2 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 SWBT fiber may be physically terminated on a fiber termination panel inside of a CLEC building. In this instance, SWBT will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

1.1.2 Design Two: CLEC will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT Fiber Distribution Frame (FDF). In this case the POI shall be at the manhole location.

1.1.2.1 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 The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

1.3 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.

1.4 The fiber connection point may occur at several locations:

1.4.1 a location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;

1.4.2 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 SWBT fiber may be physically terminated on a fiber termination panel inside of a CLEC building;

1.4.3 a location with no existing SWBT fiber termination panel. In this situation, SWBT and CLEC will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;

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

1.5 The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

1.6 In both designs, CLEC and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and

interLATA traffic. 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 SWBT.

2.0 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.

3.0 Joint Facility Growth Planning

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 90% 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 90%, the growth planning process will be suspended and will not be reinitiated until a 90% 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 next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could 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 90% fill.

4.0 Virtual Collocation Interconnection

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

5.0 SONET-Based Interconnection

The description of SONET-Based Interconnection is contained in SWBT's SONET-Based Interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

6.0 Physical Collocation Interconnection

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

7.0 Leasing of SWBT's Facilities

CLEC's leasing of SWBT's 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 an amount equal to the rates found in Appendix Pricing UNE - Schedule of Prices.

APPENDIX SS7 INTERCONNECTION

1.0 Introduction

1.1 For the purposes of signaling for the exchange of traffic under this Agreement between the Parties' networks, within each LATA the Parties will connect their signaling networks in accordance with the technical terms of Section 9 of Attachment 6: Unbundled Network Elements.

ATTACHMENT 12: COMPENSATION

1.0 Introduction

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider (as defined in Appendix Cellular) to CLEC or SWBT end users is set forth in Appendix Cellular, attached hereto and incorporated by reference. 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. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or, unless otherwise provided in this Agreement, over unbundled Network Elements. 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 SWBT's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), or other like types of mandatory expanded local calling scopes; or (iii) originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes.

1.3 The Parties will notify each other of the date when the first commercial call is terminated in Missouri between SWBT and CLEC pursuant to this Section.

2.0 Responsibilities of the Parties

2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN).

2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-

Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

2.4 Where one Party is passing CPN but the other Party is not properly receiving information, the Parties will cooperatively work to correctly rate the traffic.

3.0 Reciprocal Compensation for Termination of Local Traffic

3.1 The compensation set forth below will apply to all Local Traffic as defined in Section 1.2 of this Attachment.

3.2 **Applicability of Rates:**

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Local Traffic, except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

3.3 **Rate Elements:**

3.3.1 A Tandem Served rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements:

3.3.1.1 Tandem Switching - compensation for the use of tandem switching functions.

3.3.1.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

3.3.1.3 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission.

3.3.2 An End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and end office functions.

3.4 The following prices are for Local Interconnect:

	Prices
Tandem Switching	$0.00151/MOU

Tandem Common Transport
Facility Cost per Minute, per Mile:

Zone 1	$0.000002
Zone 2	$0.000007
Zone 3	$0.000015
Zone 4	$0.000001
Interzone	$0.000003

Cost per Minute of Use

Zone 1	$0.000190/MOU
Zone 2	$0.000285/MOU
Zone 3	$0.000302/MOU
Zone 4	$0.000162/MOU
Interzone	$0.000332/MOU

End Office Switching

Zone 1	$0.001988/MOU
Zone 2	$0.002391/MOU
Zone 3	$0.003444/MOU
Zone 4	$0.002934/MOU

4.0 Reciprocal Compensation for the Termination of Transit Traffic

4.1 Transit Traffic (also known as Through-put) is a switching and transport function only, which allows one Party to send Local Traffic, as defined in Section 1.2, to a third party network through the other Party's tandem. Therefore, a Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The following prices apply for the termination of transit traffic. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user.

4.2

Transit Traffic:	Price
Tandem Switching	$0.00151/MOU

Tandem Common Transport
Facility Cost per Minute, per Mile:

Zone 1	$0.000002
Zone 2	$0.000007
Zone 3	$0.000015
Zone 4	$0.000001
Interzone	$0.000003

Cost per Minute of Use	
Zone 1	$0.000190/MOU
Zone 2	$0.000285/MOU
Zone 3	$0.000302/MOU
Zone 4	$0.000162/MOU
Interzone	$0.000332/MOU

5.0 Reciprocal Compensation For Termination Of IntraLATA Interexchange Traffic

5.1 Except as otherwise provided in this Agreement, for intrastate intraLATA traffic compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable intrastate access tariffs. For mandatory extended area service (EAS), or other like types of mandatory expanded local calling scopes; or traffic that originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes, compensation will be applied pursuant to Section 1.2 above.

5.2 For intrastate interLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff. For interstate intraLATA service, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each party's interstate access service tariff.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an Interexchange Carrier (IXC) (Meet-Point Billing (MPB) Arrangements)

6.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

6.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

6.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. Where the EMR records cannot be transferred due to a failure of the Connect: Direct, records can be provided via magnetic tape, under the specifications contained in Attachment 4: Connectivity Billing and Recording. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills.

6.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

6.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

7.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local, Transit, and Optional Calling Area Traffic

7.1 The Parties agree to the measuring and billing procedures in Section 7.0 of this Attachment. In any circumstance not addressed in those Sections, or where the Parties are unable to agree upon a measurement and billing method, the Parties will report the Percentage Local Usage (PLU) to each other for the purposes of measurement and billing for Local Traffic as defined in Section 1.2. SWBT and CLEC will work together to determine the appropriate PLU method. If the audit process associated with the PLU method becomes problematic, the Parties will use the dispute resolution method set out in Section 9.4.2 of the General Terms and Conditions of this Agreement.

7.2 Other than for traffic described in Section 6 above, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

7.2.1 On a monthly basis, each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

7.2.2 Each Party will transmit the summarized originating minutes of use from Section 7.2.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

7.2.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

7.2.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by SWBT.

7.3 MOUs for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

7.4 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Attachment to determine the total monthly billing to the other Party.

7.5 Through March 31, 1998, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. Effective April 1, 1998, if the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as IntraLATA Toll Traffic.

8.0 Compensation for Terminating Cellular Traffic

8.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If one Party enters into an interconnection agreement with a Commercial Mobile Radio Service (CMRS) provider, Appendix Cellular shall no longer be applicable between the Parties with respect to such CMRS providers, and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.

8.2 CLEC will pay the Local Transit Traffic rate to SWBT for calls that originate on CLEC's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the Local Transit Traffic rate to CLEC for such calls that originate on SWBT's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues.

8.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and CLEC, the traffic will be rated either as Local or Access and the appropriate compensation rates shall be paid by the originating Party to the transiting Party.

9.0 Interim Number Portability (INP)

9.1 The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each end user's chosen local service provider as if each call to the end user had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the end user's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will utilize the process set forth below in this Section (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the Performing Party) which performs the INP to the other Party (the Receiving Party) for whose end user the INP is provided.

9.2 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.

9.3 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party for each end office of each Performing Party.

9.4 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 9.3 above in order to determine the jurisdictional percentages. The Receiving Party has the right to audit those percentages, not to exceed once per quarter. The Performing Party will provide the Receiving Party with detailed summary reporting on a total calling area basis each month.

9.5 Each month, using the percentages developed pursuant to Section 9.4 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 9.2 for subsequent payment to the Receiving Party. This adjustment will be based on the Performing Party's interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).

9.6 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 9.2. The billing credit for these non-local calls will be included with the calculation under Section 9.5 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

APPENDIX CELLULAR

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Cellular Interconnection Service for calls terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they have not already been compensated under other tariffs, settlement agreements or contracts. This Appendix is subject to the terms and conditions of applicable tariffs.

1.0 Definitions

1.1 Cellular Interconnection Service - Origination and termination of calls between a Cellular Mobile Carrier's (CMC's) Mobile Telephone Switching Office (MTSO) through SWBT's or CLEC's point of switching for the interchange of traffic with the network

1.2 Cellular Geographic Service Area ("CGSA") - The geographic area within which the cellular carrier is authorized to provide service under a single license under Part 22 of the FCC Rules and Regulations.

1.3 Cellular Mobile Carrier ("CMC") - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Subpart K, of the FCC Rules and Regulations or any other CMRS provider as defined by the FCC's Rules and Regulations.

1.4 End Office - A SWBT or CLEC switching system where exchange service customer loops are terminated for the purpose of interconnection to each other and to the network.

1.5 End Office Rate Center - An end office selected by the CMC for rating or measuring purposes of type 2A cellular interconnection.

1.6 Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

1.7 Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.

1.8 Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company.

1.9 Mobile Telephone Switching Office ("MTSO") - A CMC's switching equipment or terminal used to provide the CMC's switching services or, alternatively, any other point of termination designated by the CMC. The MTSO directly connects the CMC's customers within its CGSA to the Primary Company's facilities.

1.10 Primary Company - The Party that provides the End Office or Tandem Office where the CMC chooses to connect terminating traffic. The Primary Company also bills the CMC for Cellular Interconnection Service.

1.11 Revenues - Those monies the Primary Company bills and collects from the CMC for jointly provided Cellular Interconnection Service, using the Primary Company's applicable Cellular Interconnection Service tariffs or contracts.

1.12 Secondary Company - The Party that receives Terminating Traffic from the Primary Company.

1.13 Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.

1.14 Terminating Traffic - That traffic which is delivered by a CMC to the Primary Company for termination at a point on the intraLATA wireline switching network.

2.0 Administration of Revenue Distribution

2.1 The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Cellular Interconnection Service for calls terminating within a LATA. On jointly provided Cellular Interconnection Service, the Primary Company will share the Local Transport (LT) Revenues as described below with the Secondary Company. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMC to the Secondary Company, as described below.

2.2 When SWBT is the Secondary Company, distribution of revenues will be computed using the rate elements as defined in SWBT's applicable cellular interconnection tariff.

2.3 When CLEC is the Secondary Company, distribution of revenues will be computed using the rate elements as defined in SWBT's applicable cellular interconnection tariff.

2.4 For Terminating Traffic, actual monthly cellular MOU for each office in the LATA will be measured by the Primary Company or provided to the Primary Company by the CMC in those cases where the Primary Company is unable to measure the actual terminating usage.

2.5 Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOUs associated with each of the Secondary Company's end offices and multiplying those MOUs by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOUs by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.

2.6 The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

2.7 The revenue and usage statement will contain the following information:

2.7.1 The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOU for each end office, and the resulting revenues;

2.7.2 The total of the MOU and revenues for the Secondary Company;

2.7.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

2.7.4 Adjustments for uncollectibles.

2.8 The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

3.0 Termination Provisions

3.1 This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.

3.2 This Appendix may be terminated by an order of an appropriate regulatory commissioner a court of competent jurisdiction.

4.0 Miscellaneous Provisions

4.1 Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.

4.2 Each party will, promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

EXHIBIT A TO APPENDIX CELLULAR

End Office Percent Ownership

of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities

APPENDIX FGA

This Appendix to Attachment 12: Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

1.0 Definitions

1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.

1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.

1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.

1.5 The Primary Company denotes the Party with the Primary office(s).

1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user: and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.

1.7 The Secondary Company denotes the Party with the secondary office(s).

1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.