

**APPENDIX ITR - SCENARIO 4**  
**SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEM**  
**WITH DIRECT END OFFICE TRUNKING**

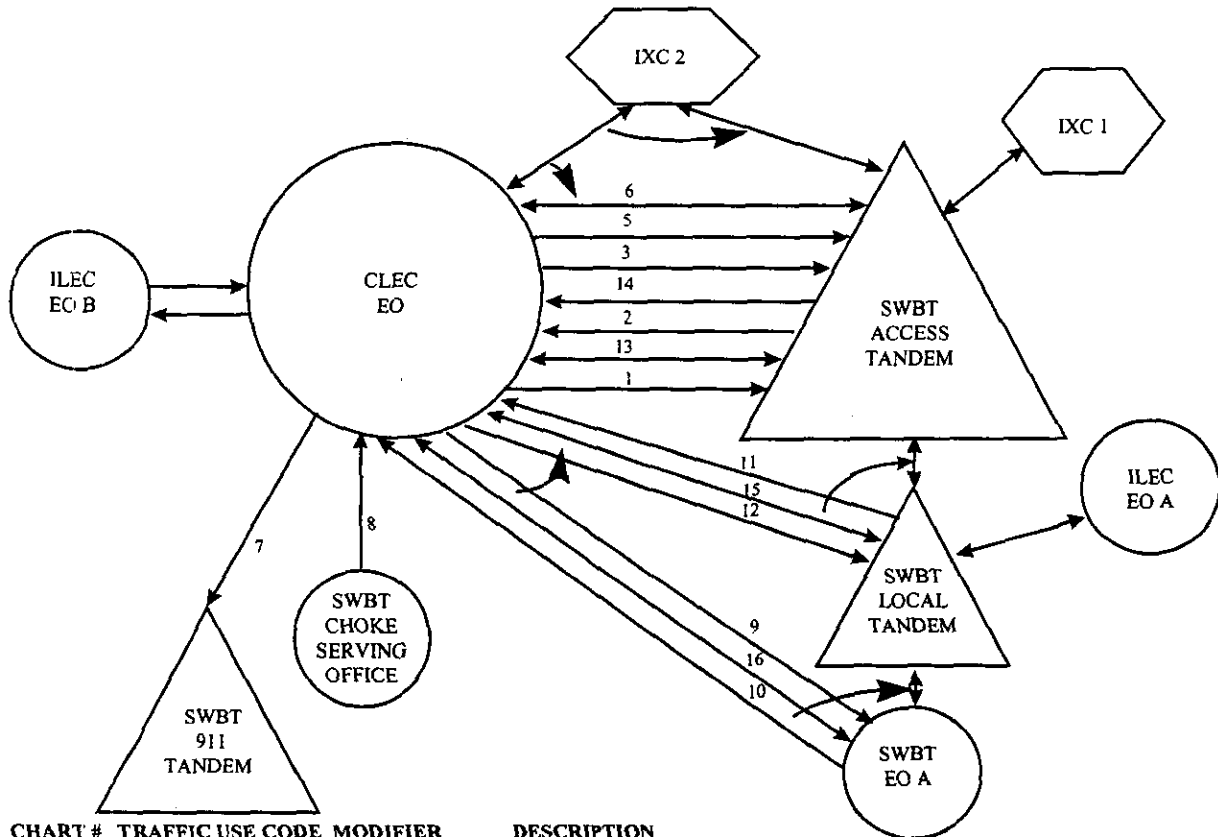


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	CHOKED TRUNKS (MF OR SS7 SIGNALING) (NOTE3)
9 & 10	IE	J	TERMINATING IN END OFFICE ONLY(MF OR SS7)(NOTE 4)
11	TG	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
12	TO	J	TERMINATING IN END OFFICE ONLY(MF OR SS7 SIGNALING)(NOTE 4)
13	DT	J	INTRALATA AND LOCAL TWO-WAY (MF OR SS7 SIGNALING)(NOTE 5)
14	TC	CRJ	TRUNKING TO DELIVER CHOKED TRAFFIC (MF OR SS7)(NOTE 6)
15	OG	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&7)
16	IE	J	TERMINATING IN END OFFICE ONLY TWO-WAY (MF OR SS7) (NOTE4&8)

NOTE 1: (Deleted this version)

NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D

NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.

NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.

NOTE 5: Required in lieu of #1 and #2 for two-way trunking.

NOTE 6: Required when CLEC establishes new choke NXX.

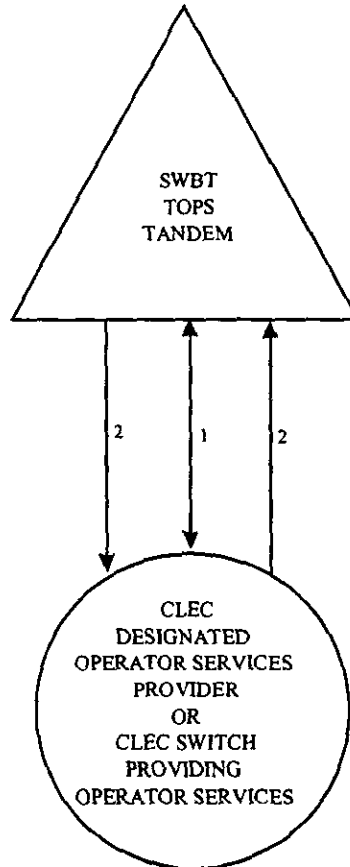
NOTE 7: Required in lieu of #11 and #12 for two way trunking

NOTE 8: Required in lieu of #9 and #10 for two way trunking

## APPENDIX ITR -SCENARIO 5

## SINGLE RATE AREA - SWBT IS NOT THE OPERATOR SERVICES PROVIDER

## 121 INWARD OPERATOR ASSISTANCE



<u>CHART #</u>	<u>TRAFFIC USE CODE</u>	<u>MODIFIER</u>	<u>DESCRIPTION</u>
1	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 1)
2	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 2)

NOTE 1: Two-Way trunking is preferred interconnection arrangement

NOTE 2: One-Way trunking may provided at the request of the CLEC in lieu of two-way trunking

# APPENDIX ITR -SCENARIO 6

## SINGLE RATE AREA - SWBT PROVIDES OPERATOR SERVICES FOR CLEC

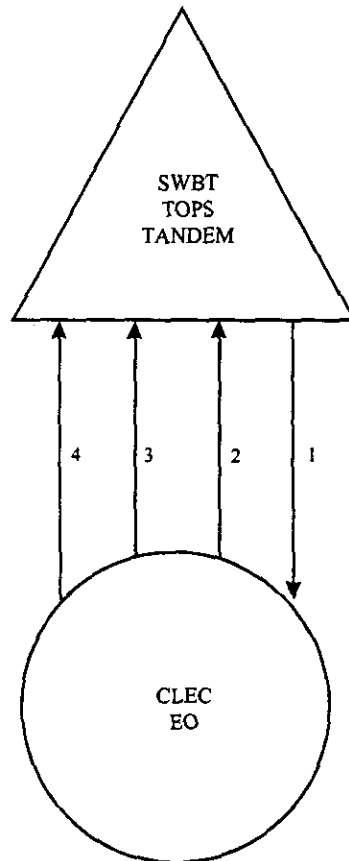


CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	VR	J	BUSYLINE VERIFICATION (MF, OPERATOR SVCS SIGNALING)
2	DACC	J	DIRECTORY ASSISTANCE /DIR. ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3	ETCM2	J	0-, 0+, COMBINED COIN & NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4	ETCMF	J	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

## **APPENDIX NCS**

## **APPENDIX NCS**

### **Network Component Service**

#### **1.0 Description of Service**

Network Component Service (NCS) is a discretionary offering which SWBT is willing to provide under the terms and conditions in this Appendix that are above and beyond SWBT's obligations under the Act. Through NCS SWBT performs the combining of certain UNEs on behalf of ASI for the purpose of ASI providing an end to end telecommunications service to end users. Appendix UNE contains a description of unbundled network elements or, as used herein, "network components" along with the terms and conditions under which SWBT will provide unbundled network elements. NCS will be provided by SWBT at the prices contained in Appendix Pricing. NCS is market based priced and is neither subject to true-up nor arbitration. Prices for NCS that are in addition to the prices for the individual unbundled network elements are listed in Appendix Pricing. SWBT is willing to continue to offer NCS so long as the underlying UNE prices remain at the rates originally agreed to by the Parties. Should the prices SWBT charges ASI for UNEs change at any time during this Agreement, SWBT shall no longer be obligated to combine UNEs on behalf of ASI as set forth in this Appendix, unless and until the Parties agree upon mutually acceptable new terms and conditions. SWBT will provide thirty (30) days notice to ASI before ceasing the combining of UNEs under this Appendix.

#### **2.0 Terms and Conditions**

2.1 ASI shall identify on a single NCS order all of the network components, all associated ordering codes (as determined by SWBT), and the sequence in which SWBT is to combine those elements on behalf of ASI. When this order involves only SWBT's network, the order will be for NCS, even though the individual element types are to be derived from Appendix UNE.

2.2 In addition to the recurring and non-recurring charges for the individual unbundled network elements and appropriate cross connects ordered, the NCS will be priced as outlined in Appendix Pricing.

2.3 Any changes or rearrangements of the components shall constitute a new NCS offering and applicable non-recurring and service order charges apply.

2.4 The Network components provided by SWBT under the provision of this Appendix shall remain the property of SWBT.

2.5 Provisioning of NCS under this Appendix may be accomplished over such routes, technologies, and facilities as SWBT may elect as long as the connection being requested by ASI is functional.

2.6 SWBT is responsible only for the installation, operations and maintenance of the NCS originally defined and ordered by ASI. SWBT is not responsible for the Telecommunication Services provided by ASI through the use of NCS.

2.7 Where NCS is provided to ASI and it is dedicated to a single end user, if NCS is for any reason disconnected, the individual network components shall be made available to SWBT for future provisioning needs, unless NCS is disconnected in error.

2.8 Network elements identified through the Bona Fide Request process will not be provisioned under this Appendix.

2.9 Notwithstanding the term of the main agreement, the term of this Appendix shall not extend past January 1, 2000, unless mutually agreed upon by the Parties.

### **3.0 Pricing**

3.1 For each NCS arrangement, ASI shall pay the full recurring and non-recurring rate per unbundled network element, cross connect, feature, function, or ancillary charge as shown in Appendix Pricing plus the additional NCS recurring market based rates on a monthly basis as shown in Appendix Pricing.

3.2 The prices for providing NCS for SWBT UNEs (Loop to Switch Port, Loop to Unbundled Dedicated Transport W/O Multiplexing, Loop to UDT with Multiplexing) are outlined in the Appendix Pricing.

3.3 This Appendix is available as a package offering. Any changes to prices, terms and conditions of UNEs offered pursuant to Appendix UNE shall not be incorporated into this Appendix without the mutual agreement of the Parties.

3.4 Since this offering is discretionary and not subject to the Act, any prices set by SWBT to provide NCS, even if zero (or no charge), are fully at SWBT's discretion. The prices for NCS are subject to change.

### **4.0 General Responsibilities of the Parties**

4.1 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

4.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

4.3 At all times during the term of an Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation

insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

4.4 Unless otherwise stated, SWBT will render a monthly bill to ASI for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of that billing date. Interest shall apply on overdue amounts at the highest rate allowed by applicable law.

4.5 For purposes of pre-order, ordering, provisioning, maintenance and billing, ASI will use the same processes, as used in connection with unbundled network elements obtained through Appendix UNE.

#### **5.0 Applicability Of Other Rates, Terms And Conditions**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX NIM**



**APPENDIX NIM**  
**Network Interconnection Methods**

Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: Mid-Span Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; leasing of SWBT facilities; and other methods as mutually agreed to by the Parties.

**I. INTERCONNECTION COVERAGE § 251(c)(2)(B) AND (C), 47 CFR § 51.305(a)(2)**

The Parties shall provide for interoperation of their networks that is at least equal in quality to that provided by SWBT to itself or to any subsidiary, affiliate, or any other party to which SWBT provides interconnection and shall interconnect at any technically feasible point in their network as stated below:

**A. ASI shall interconnect with SWBT's facilities as follows:**

1. In each SWBT exchange area in which ASI chooses to offer local exchange service, ASI, at a minimum, will interconnect its network facilities to: (a) the SWBT access tandem(s) for which ASI's NXX subtend in the Local Exchange Routing Guide (LERG), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) ("EO") subtending that local tandem(s) or (c) all end offices serving such exchange where SWBT has no local tandem. SWBT EOs and tandems through which ASI will terminate its traffic will be called SWBT Interconnection Wire Centers. As ASI initiates Exchange Service operations in additional SWBT exchange areas, SWBT and ASI shall agree upon additional SWBT Interconnection Wire Centers in each new exchange area. ASI agrees that if SWBT establishes additional tandems in an exchange area within which ASI offers local exchange service, ASI will interconnect to the additional tandems.
2. Interconnection to a SWBT local tandem(s) will provide ASI local access to the SWBT end offices and NXXs which subtend that tandem(s), and to other Local Exchange Carriers ("LECs") (subject to sub-section 5.4) which are connected to that tandem(s). Interconnection to SWBT EO(s) will provide ASI access only to the NXXs served by that individual EO(s) to which ASI interconnects.
3. Interconnection to a SWBT access tandem will provide ASI interexchange access to SWBT, IXC's, LECs and CRMS providers (subject to sub-section

7.3) which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide ASI access to SWBT's EOs with the same functionality described in (b) above.

4. Where ASI requires ancillary services (e.g., Directory Assistance, Operator Assistance, E911/911) additional interconnection to SWBT's Interconnection Wire Center(s) or special trunking will be required for interconnection to such ancillary services.
  - a. SWBT shall interconnect with ASI's facilities under terms and conditions no less favorable than those identified in sub-section 4.2.1, above.

## **II. MID-SPAN FIBER INTERCONNECTION (MSFI)**

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and ASI can occur at any mutually agreeable, economically and technically feasible point between ASI'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: Network Interconnection Architecture.

### **A. There are two basic mid-span interconnection designs:**

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

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

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

termination charges and ASI will be responsible for connecting the cable to ASI facility.

If a suitable location with an existing fiber termination panel cannot be agreed upon, ASI 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 Parties.

2. Design Two: ASI will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which ASI wishes to interconnect. ASI 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.

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. The Parties will work cooperatively to achieve equipment compatibility.

- B. 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.
- C. ASI location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.
- D. The fiber connection point may occur at several locations:
  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;
  2. A location with access to an existing ASI fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of an ASI building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside an ASI building;
  3. A location with no existing SWBT fiber termination panel. In this situation, SWBT and ASI 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;

4. A manhole outside of the SWBT central office. In this situation, ASI 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.
- E. The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from ASI for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.
- F. In both designs, ASI 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 ASI and SWBT.

## **II. 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.

## **III. JOINT FACILITY GROWTH PLANNING**

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 list the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

### **A. Criteria:**

1. Investment is to be minimized;
2. Facilities are to be deployed in a "just in time" fashion.

B. Processes

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;
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. 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;
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;
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;
6. The joint planning process/negotiations should be completed within two months of identification of 90% fill.

IV. VIRTUAL COLLOCATION INTERCONNECTION

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

**V. SONET-BASED INTERCONNECTION**

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

**VI. PHYSICAL COLLOCATION INTERCONNECTION**

SWBT will provide Physical Collocation Interconnection on nondiscriminatory terms and conditions at the time ASI requests such interconnection.

**VII. LEASING OF SWBT'S FACILITIES**

ASI's leasing of SWBT's facilities, for purposes of Section 4.3 of the General Terms and Conditions, Network Interconnection Methods will be subject to the mutual agreement of the Parties. ASI will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of SWBT's facilities for the purpose interconnection and any future augmentations are subject to facility availability at the time of the request.

Any request by ASI for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SWBT may agree to provide under a Leased Facilities Bona Fide Request (BFR) Process as defined below:

- A. A Leased Facilities BFR will be submitted by ASI in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.
- B. ASI may cancel a Leased Facilities BFR at any time, but will pay SWBT any reasonable and demonstrable costs of processing and/or implementing the Leased BFR up to the date of cancellation.
- C. Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Leased Facilities BFR.
- D. Except under extraordinary circumstances, within thirty (30) business days of its receipt of a Leased Facilities BFR, SWBT will provide to ASI a written response to the request. The response will confirm whether SWBT will offer the leased facilities or not. If SWBT determines it will offer the leased facilities, SWBT will provide ASI a Leased Facilities BFR quote which will include the applicable recurring rates and installation intervals.
- E. Within sixty-five (65) calendar days of its receipt of the Leased Facilities BFR quote, ASI must confirm its order. If not confirmed within sixty-five (65)

calendar days, SWBT reserves the right to modify or withdraw its Leased Facilities BFR quote.

#### **VIII. TECHNICAL SPECIFICATIONS**

- A. ASI and SWBT shall work cooperatively to install and maintain a reliable network. ASI and SWBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- B. ASI and SWBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.
- C. Technical Publications describe the practices, procedures, specifications and interfaces generally utilized by SWBT, are listed on the CLEC website will herein assist the Parties in meeting their respective Interconnection responsibilities.

#### **IX. INTERCONNECTION IN ADDITIONAL METROPOLITAN EXCHANGE AREAS**

- A. If ASI decides to offer Telephone Exchange Services in any other Metropolitan Exchange and Areas in which SWBT also offers Telephone Exchange Services, ASI shall provide written notice to SWBT of the need to establish Interconnection in such Metropolitan Exchange Areas pursuant to this Agreement.
- B. The notice provided in the above paragraph shall include: (i) the initial Routing Point ASI has designated in the Metropolitan Exchange Area; (ii) ASI's requested Interconnection Activation Date; and (iii) a non-binding forecast of ASI's trunking requirements.
- C. Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center that ASI has identified as its initial Routing Point in the Metropolitan Exchange Area as ASI Interconnection Wire Center ("IWC") in that Metropolitan Exchange Area and shall designate the SWBT Tandem Office Wire Center within the Metropolitan Exchange Area nearest to the IWC (as measured in airline miles utilizing the V&H coordinates method) as the SWBT Interconnection Wire Center (SIWC) in that Metropolitan Exchange Area.
- D. Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new Metropolitan Exchange Area shall be the one-hundred and fiftieth (150th) day following the date on which ASI delivered notice to SWBT of the

need to establish Interconnection pursuant to Section IX, para. A above. Within ten (10) business days of SWBT's receipt of ASI's notice, SWBT and ASI shall confirm their respective Wire Centers to be Interconnected and the Interconnection Activation Date for the new Metropolitan Exchange Area.

**X. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.



## APPENDIX RESALE

**APPENDIX RESALE**

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to ASI by SWBT for resale.

**1.0 DESCRIPTION AND CHARGES FOR SERVICES.**

- 1.1 Attached hereto as Exhibit A is a list of Telecommunications Services currently available for resale at the wholesale discount rate of 19.2% off the retail rate for each service. Except as otherwise expressed herein and consistent with SWBT's obligation under § 251(c)(4)(A) of the Act, ASI may resell other Telecommunications Services offered by SWBT and not listed in Exhibit A. Exhibit B contains a list of other services available for resale at the discount included in the exhibit.
- 1.2 SWBT will make available to ASI for resale SWBT's Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of SWBT's Commission ordered tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SWBT charges its subscribers).
- 1.3 SWBT shall make available for resale by ASI the following SWBT services at SWBT's Commission ordered tariffed rate for each service (or in the event a service is not tariffed, at the rate SWBT charges its subscribers, except as otherwise provided herein):
  - Construction Charges
  - Distance Learning
  - Connections with Terminal Equipment and Communication Systems
  - Maintenance of Service Charges
  - Suspension Services
  - Telecommunications Service Priority Systems
  - Access Services
  - Cellular Mobile Telephone Interconnection Services
  - Exchange Connection Services
  - Shared Tenant Service
- 1.3.1 Suspension of service discounts apply to the discounted rate for the underlying service. When ASI resells Shared Tenant Service, ASI will receive the discount associated with the underlying service used in the shared tenant arrangement.

- 1.4 SWBT shall be under no obligation to offer the following for resale:
- BDS/LAN
  - Customer Provided Equipment
  - Customized Billing Reports
  - InLine® Products
  - Inside Wiring
  - Semi-Public Telephone Booths and Enclosures
  - 911 Universal Emergency Number Equipment
- 1.5 Educational and Lifeline/Linkup services will be wholesale priced at zero discount.
- 1.6 Grandfathered services are also available for resale at the applicable wholesale discount to the same customers at the same location to which SWBT offers the service.
- 1.7 Telecommunications Services will be resold to ASI on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Unless otherwise provided in this Agreement, SWBT will perform all of its obligations hereunder throughout the entire service area where SWBT is the incumbent local exchange carrier. SWBT will provide the services covered by this Attachment subject to the availability of facilities in this state on a nondiscriminatory basis with its other customers.
- 1.9 ASI may offer to resell Customer Initiated Suspension and Restoral Service to their end users as outlined in the corresponding Commission ordered retail tariff. SWBT will offer to ASI Company Initiated Suspension Service for their own purposes at the SWBT Commission ordered retail tariffed rate. Should ASI choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If ASI issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should ASI issue a disconnect after the fifteen (15) day suspension period, ASI will be responsible for all appropriate charges on the account back to the suspension date. Should ASI restore their end user, restoral charges at the SWBT Commission ordered retail tariffed rate will apply and ASI will be billed for the appropriate service from the time of suspension.

## **2.0 TERMS AND CONDITIONS OF SERVICE**

- 2.1 For services included in this Appendix, the rules and regulations associated with the corresponding Commission ordered tariffs apply except for applicable resale

restrictions, which are offered through Commission ordered tariff by SWBT to its end users and except as otherwise provided herein.

- 2.2 ASI shall only sell Plexar services to a single end user.
- 2.3 Except where otherwise explicitly provided in the corresponding Commission ordered tariff, ASI shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service or except where SWBT permits such sharing by its own end users.
- 2.4 ASI shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers. ASI may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent ASI resells services that require certification on the part of the buyer, ASI will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission.
- 2.5 SWBT promotions of ninety (90) days or less shall not be available to ASI for resale.
- 2.6 ASI shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding Commission ordered retail tariff.
- 2.7 ASI shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that ASI may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 2.8 An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this Agreement. All federal rules and regulations associated with EUCL charges, as found in FCC ordered Tariff 73, also apply.
- 2.9 To the extent allowable by law, ASI shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. ASI shall pay for PIC changes at the Commission ordered tariffed rate.
- 2.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. ASI shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by SWBT as the incumbent local exchange carrier to its end users.

- 2.11 When ASI converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, ASI will be charged a per order (i.e., per billable telephone number) conversion charge identified in Appendix Pricing. Conversion orders processed and completed electronically will be charged, at a rate identified in Appendix Pricing, per order on an interim basis. Complex conversion orders will be charged, at a rate identified in Appendix Pricing, per order. Custom Services conversions (e.g., Plexar Custom) will be handled on a Customer Specific Proposal basis.
- 2.11.1 When ASI converts an end user and adds or changes are made to the network, the respective conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in the exhibits to this Appendix.
- 2.12 For the purposes of ordering new service under this Appendix, each request for new service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based Competitive Local Exchange Carrier of record.
- 2.13 If ASI is in violation of a provision of this Appendix, SWBT will notify ASI of the violation in writing. Such notice must refer to the specific provision being violated. At such time, ASI will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill ASI for the charges which should have been collected by SWBT or the actual revenues collected by ASI from its end users for the stated violation, whichever is greater. Should ASI dispute the violations, it must notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes will be resolved as outlined in the Disputed Amounts Section of the Agreement.
- 2.14 SWBT is not required to make services available for resale at wholesale rates to ASI for its own use. SWBT, however, shall at its option agree to allow ASI to purchase SWBT's Telecommunications Services and other services available for resale as outlined in the exhibits to this Appendix, as long as said services are not resold exclusively or predominately to ASI, its subsidiaries, or affiliates.
- 2.15 The effective date of this Appendix shall be ten (10) days after the date the Commission approves the Interconnection Agreement.

### 3.0 ANCILLARY SERVICES

To the extent that ASI resells SWBT's services under the terms of this Appendix, the following provisions shall apply:

- 3.1 Where available, SWBT will afford ASI end users with the ability to make 911 calls. ASI shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
- 3.2 Where requested by SWBT, ASI shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
- 3.3 SWBT shall provide ASI's end users access to SWBT Directory Assistance Service. ASI shall pay SWBT amounts attributable to Directory Assistance services used by ASI's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the exhibits to this Appendix.
- 3.4 SWBT shall provide, at no additional charge, a straight line listing of the ASI end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
- 3.5 Additional Listing services (e.g., foreign or signature listings) can be purchased by ASI for its end users on a per listing basis. ASI shall pay SWBT amounts attributable to Additional Listing services used by ASI's end users. The Exhibits outline the discounts associated with such additional listing services.
- 3.6 ASI hereby releases SWBT from any and all liability for damages due to errors or omissions in ASI's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. To the extent ASI reimburses its end user subscriber any listing charge due to errors or omissions caused directly by SWBT, SWBT shall reimburse ASI any associated wholesale rate.
  - 3.6.1 ASI shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in ASI's subscriber listing information as it appears in the White Pages directory, including any error or omission related to nonpublished or nonlisted subscriber listing information. ASI shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ASI and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in ASI's subscriber listing information in

the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of ASI, in which event ASI shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

- 3.7 SWBT or its agents will deliver local White Pages directories to ASI end user's premises at the same time and under the same conditions that such directories are delivered to SWBT end users. If ASI's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.

3.7.1 ASI end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Appendix.

- 3.8 SWBT shall provide ASI's end users access to SWBT's Operator Services. ASI shall pay SWBT amounts attributable to Operator Services used by ASI's end users. Discounts associated with the utilization of Operator Services features are outlined in the exhibits to this Appendix.

3.9 Payphone Services

3.9.1 ASI may enter the business of providing local telecommunications services to payphone service providers (PSPs) for PSPs' use in providing payphone service. Local telecommunications services which PSPs use in providing and which are provided to PSPs by ASI by means of reselling those of SWBT's services offered pursuant to the Commission ordered General Exchange Tariff, Sec. 36 are referred to in this Agreement as "Payphone Lines". In its Common Carrier Docket No. 96-128, the FCC has ordered SWBT to compensate PSP customers of ASI that resell SWBT's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".

3.9.2 The Parties desire that SWBT satisfy its obligation to pay Payphone Compensation to Payphone Service Providers (PSPs) who are customers of ASI by paying the Payphone Compensation to ASI who will then forward the Payphone Compensation directly to the PSPs.

- 3.9.3 Subject to any future order of the FCC which obligates SWBT to pay an amount different from the following, SWBT will pay Payphone Compensation due with respect to the Payphone lines in the amount, identified in Appendix Pricing, per call. SWBT will pay to ASI such Payphone Compensation only for (i) intraLATA subscriber 800 calls for which SWBT provides the 800 service to the subscriber and carries the call and (ii) intraLATA calls placed using SWBT's prepaid calling card platform and carried by SWBT. SWBT will not pay to ASI any Payphone Compensation for nonsent paid calls.
- 3.9.4 SWBT will pay to ASI the Payphone Compensation due to ASI's Customer (PSP) within sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made. However, payment may be made later than sixty (60) days if SWBT deems it necessary to investigate a call or calls for possible fraud. To the extent to which SWBT's first payment includes Payphone Compensation for calls made prior to any calendar quarter which ended thirty (30) days after this Agreement takes effect and will include as Payphone Compensation under this Agreement an amount equal to the Payphone Compensation which would have been due to ASI under this Agreement had this Agreement taken effect on October 7, 1997.
- 3.9.5 SWBT will make any payment due to ASI under this Agreement by crediting ASI's bill for the Payphone Line over which the call which gives rise to the Payphone Compensation is placed. SWBT will not issue a check to ASI if the credit for Payphone Compensation exceeds the balance due to SWBT on the bill.
- 3.9.6 Nothing in this Agreement entitles ASI to receive or obligates SWBT to provide any call detail or other call record.
- 3.9.7 ASI represents and warrants that the only SWBT services which ASI will make available to PSPs as Payphone Lines are the services which SWBT offers pursuant to the Commission ordered General Exchange Tariff, P.S.C.Mo. No. 35, Sec. 34.
- 3.9.8 Except as provided otherwise in this paragraph, ASI shall pay the entire amount of the Payphone Compensation due with respect to a Payphone Line to the PSP who is ASI's Customer for the payphone line. ASI shall make such payment on or before the last business day of the calendar quarter in which the call for which the Payphone Compensation is due to the PSP is made. If SWBT pays



any Payphone Compensation to ASI later than sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made, then ASI shall pay the entire amount of such Payphone Compensation to the PSP who is ASI's customer for the Payphone Line within ten (10) business days after receiving such Payphone Compensation from SWBT.

3.9.9 ASI shall indemnify, defend and hold harmless SWBT from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to any third party, including PSP, relating to or arising from any of the following:

- (a) ASI's failure to comply with all the terms and conditions of Sec. 6.10 or
- (b) Use by a PSP customer of ASI of any service other than a Payphone Line to provide pay telephone service or
- (c) False representation by ASI.

#### 4.0 **BRANDING**

4.1 Except where otherwise required by law, ASI shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall ASI state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. ASI may brand services included in this Appendix with its own brand name, but SWBT will not provide for ASI branding of those services.

#### 4.2 Development of Branding Directory Assistance and Operator Services

A. **Requirements** - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

- 1. Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
- 2. Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.
- 3. Where SWBT provides ASI OS and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group,

ASI will receive the same brand for both DA/OS. Such branding will be provided pursuant Section B. below.

B. **Call Branding** - In compliance with Section 4.0, para. A.1. above, SWBT will brand DA/OS in ASI's name based upon the criteria outlined below:

1. ASI will provide SWBT with written specification of its company name to be used in creating ASI specific branding messages for its DA/OS calls.
2. An initial non-recurring charge applies per load for the establishment of Call Branding as well as a charge per subsequent load to change the brand. In addition, a per call charge applies for every DA/OS call handled by SWBT on behalf of ASI when such services are provided in conjunction with resale services. Prices for Call Branding are as outlined in Appendix Pricing.

C. **Rate/Reference Information** - SWBT will provide ASI DA/OS Rate/Reference Information based upon the criteria outlined below:

1. ASI will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.
2. ASI will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. ASI acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.
3. In all cases when a SWBT Operator receives a rate request from an ASI end user, SWBT will quote the applicable DA/OS rates as provided by ASI.
4. An initial non-recurring charge will apply for loading of ASI's DA/OS Rate/Reference Information as well as a charge for each subsequent change to either ASI's DA/OS Services Rate or Reference Information as outlined in Appendix Pricing.

4.3 **Customized Routing** - SWBT shall also offer ASI the opportunity to customize route DA/OS where technically feasible. ASI agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.

## **5.0 RESPONSIBILITIES OF SWBT**

- 5.1 SWBT shall allow ASI to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from ASI, shall provide interface specifications for electronic access for these functions to ASI once such electronic interfaces become technically feasible and are in place. However, ASI shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- 5.2 SWBT shall implement ASI service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users.
- 5.3 ASI will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. ASI will be assigned a customer contact center when initial service agreements are made.
  - 5.3.1. Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- 5.4 SWBT will provide ASI with the detailed billing information in a standard electronic format as outlined in Appendix OSS necessary for ASI to issue a bill to its end users. On no less than sixty (60) days advance written notice, ASI will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services. ASI agrees to pay per message as outlined in Appendix Pricing.
- 5.5 SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT currently uses the Accessible Letter process to notify ASI of new services available for resale during the term of this Agreement. The notification shall advise ASI of the category in which such new service shall be placed and the same discount already applicable to ASI in that category shall apply to the new service. Should SWBT change its notification procedures to ASI, the notice will be no less prompt than the Accessible Letter.
- 5.6 ASI end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify ASI of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with ASI's end

user (whether that end user is the victim or the suspect) will be coordinated through ASI.

5.6.1. ASI understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be ASI's responsibility to provide additional information necessary for any police investigation. ASI shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution. SWBT shall handle law enforcement requests consistent with the Miscellaneous-Law Enforcement Section of the Interconnection Agreement.

5.7 ASI may offer to resell Customer Initiated Suspension and Restoral Service to their end users. SWBT will offer to ASI Company Initiated Suspension service for their own purposes at the SWBT Commission ordered retail ed rate. Should ASI choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If ASI issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should ASI issue a disconnect after the fifteen (15) day suspension period, ASI will be responsible for all appropriate charges on the account back to the suspension date. Should ASI restore their end user, restoral charges at the SWBT retail Commission ordered tariffed rate will apply and ASI will be billed for the appropriate service from the time of suspension.

## **6.0 RESPONSIBILITIES OF ASI**

6.1 Prior to submitting an order under this Agreement, ASI shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. SWBT shall abide by the same applicable laws and regulations.

6.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or ASI that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user, except in those instances where the end user's account is local PIC protected. It is the responsibility of the end user to provide authorization to the current provider of record to remove local service provider protection before any changes in local exchange service provider are processed.

SWBT shall be free to connect the end user to any Competitive Local Exchange Carrier based upon the Competitive Local Exchange Carrier's request and Competitive Local Exchange Carrier's assurance that proper end user

authorization has been obtained. ASI shall make authorization available to SWBT upon request and at no charge.

- 6.3 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 6.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If SWBT, on behalf of ASI, agrees to investigate an alleged incidence of slamming, SWBT shall charge ASI an investigation fee, at a rate identified in Appendix Pricing.
- 6.5 When SWBT receives an order from ASI for services under this Agreement and SWBT is currently providing the same services to another CLEC for the same end user, SWBT shall notify the end user's CLEC of record of such order coincident with processing the order, should CLEC subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of the CLEC of record and ASI to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple CLECs or from SWBT.
- 6.5.1 On no less than sixty (60) days notice, ASI may request the LDR. SWBT agrees to furnish to ASI the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected ASI's service. ASI understands and agrees that the CARE interface will be used to provide such information and such information will only be available via the CARE electronic data transmission as outlined in Appendix OSS. Information will be provided on a per WTN basis to be priced on a per WTN basis. SWBT will provide ASI no less than thirty (30) days notice prior to any change of the per-WTN charge. SWBT grants to ASI a non-exclusive right to use the information provided by SWBT. ASI will not permit anyone but its duly authorized employees or agents to inspect or use this information. ASI agrees to pay SWBT, a rate identified in Appendix Pricing, per WTN and any applicable transmission charges for the LDR.
- 6.6 ASI agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- 6.7 ASI is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at

ASI's location and its end users' service locations, with the exception of any retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.

6.7.1. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold enduser accounts will be returned as unbillable and will not be passed on to ASI for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SWBT.

6.8 SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by ASI. All applicable rates and charges for such services will be billed to and shall be the responsibility of ASI, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 7 above.

6.8.1. Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

6.9 If ASI does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. ASI acknowledges that blocking is not available for certain types of calls, including 800 numbers. It is the responsibility of ASI to order the appropriate toll restriction or blocking on all of their resold end user lines. Depending on the origination point, some calls may bypass blocking systems. ASI acknowledges this limitation and understands that ASI shall be responsible for any charges associated with such calls.

## **7.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property,

indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**EXHIBIT A****Southwestern Bell's Resale Telecommunications Services\* List - Business  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>LOCAL EXCHANGE SERVICE</u></b>		
Business 1 Party	19.2%	19.2%
Business - Multi-Line Hunting	19.2%	19.2%
Business Measured	19.2%	19.2%
Business Measured (HTG Class of Service)	19.2%	19.2%
<b><u>EXPANDED LOCAL CALLING</u></b>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<b><u>VERTICAL SERVICES</u></b>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Speed Calling 30	19.2%	19.2%
Three Way Calling	19.2%	19.2%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.



**EXHIBIT A****Southwestern Bell's Resale Telecommunications Services\* List - Business  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>DID</u></b>		
DID (First Block of 100 - Category 1)	19.2%	19.2%
DID (First Block of 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.2%	19.2%
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.2%	19.2%
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.2%	19.2%
DID (with Multifrequency)	19.2%	19.2%
DID (with Dual-Tone Multifrequency)	19.2%	19.2%
DID (1st 10 Trunks or access lines)	19.2%	19.2%
DID (11th thru 50th trunk or network access line)	19.2%	19.2%
DID (51st trunk or network access line)	19.2%	19.2%
<b><u>TRUNKS</u></b>		
Analog Trunks	19.2%	19.2%
Digital Trunks	19.2%	19.2%
<b><u>AIN</u></b>		
Area Wide Networking	19.2%	19.2%
Disaster Routing Service	19.2%	19.2%
Intelligent Redirect <sup>sm</sup>	19.2%	19.2%
Intellinumber	19.2%	19.2%
Positive ID	19.2%	19.2%
<b><u>OTHER</u></b>		
Bundled Telecommunications Services (e.g., the Works)	19.2%	19.2%
Customer Alerting Enablement	19.2%	19.2%
Grandfathered Services	19.2%	19.2%
Hot Line	19.2%	19.2%
Hunting	19.2%	19.2%
Local Operator Assistance Service	19.2%	19.2%
Night Number associated with Telephone Number	19.2%	19.2%
Night Number associated with a Terminal	19.2%	19.2%
Promotions (Greater than 90 days)	19.2%	19.2%
Telebranch <sup>®</sup>	19.2%	19.2%
TouchTone	19.2%	19.2%
Voice Dial	19.2%	19.2%
Warm Line	19.2%	19.2%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**EXHIBIT A****Southwestern Bell's Resale Telecommunications Services\* List - Business  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>ISDN</u></b>		
Digiline	19.2%	19.2%
Select Video Plus®	19.2%	19.2%
Smart Trunk <sup>sm</sup>	19.2%	19.2%
<b><u>TOLL</u></b>		
IntraLATA MTS	19.2%	19.2%
MaxiMizer 800®	19.2%	19.2%
OutWATS	19.2%	19.2%
800 Service	19.2%	19.2%
<b><u>OPTIONAL TOLL CALLING PLANS</u></b>		
1+ SAVER <sup>sm</sup>	19.2%	19.2%
1+SAVER Direct	19.2%	19.2%
Community Optional Saver	19.2%	19.2%
Outstate Calling Area Service	19.2%	19.2%
<b><u>PLEXAR®</u></b>		
Plexar I®	19.2%	19.2%
Plexar II®	19.2%	19.2%
Plexar Custom®	19.2%	19.2%
<b><u>PRIVATE LINE</u></b>		
Analog Private Lines	19.2%	19.2%
Business Video Service	19.2%	19.2%
Digital Loop Service	19.2%	19.2%
DOVLink	19.2%	19.2%
Foreign Exchange Service	19.2%	19.2%
Foreign Serving Office	19.2%	19.2%
Frame Relay	19.2%	19.2%
Group Alerting Services	19.2%	19.2%
MegaLink II®	19.2%	19.2%
MegaLink III®	19.2%	19.2%
MicroLink I®	19.2%	19.2%
MicroLink II®	19.2%	19.2%
MultiPoint Video	19.2%	19.2%
Service Loop Facility Modification Service	19.2%	19.2%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**EXHIBIT A****Southwestern Bell's Resale Telecommunications Services\* List - Residence  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>LOCAL EXCHANGE SERVICE</u></b>		
Life Line and Link Up America Services	19.2%	19.2%
Residence 1 Party	19.2%	19.2%
Residence Measured	19.2%	19.2%
<b><u>EXPANDED LOCAL CALLING</u></b>		
Mandatory EAS	19.2%	19.2%
Optional Metropolitan Calling Area	19.2%	19.2%
<b><u>VERTICAL SERVICES</u></b>		
Auto Redial	19.2%	19.2%
Call Blocker	19.2%	19.2%
Call Forwarding	19.2%	19.2%
Call Forwarding - Busy Line	19.2%	19.2%
Call Forwarding - Busy Line/Don't Answer	19.2%	19.2%
Call Forwarding - Don't Answer	19.2%	19.2%
Call Return	19.2%	19.2%
Call Trace	19.2%	19.2%
Call Waiting	19.2%	19.2%
Calling Name	19.2%	19.2%
Calling Number	19.2%	19.2%
ComCall®	19.2%	19.2%
Personalized Ring (1 dependent number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 1st number)	19.2%	19.2%
Personalized Ring (2 dependent numbers - 2nd number)	19.2%	19.2%
Priority Call	19.2%	19.2%
Remote Access to Call Forwarding	19.2%	19.2%
Selective Call Forwarding	19.2%	19.2%
Simultaneous Call Forwarding	19.2%	19.2%
Speed Calling 8	19.2%	19.2%
Three Way Calling	19.2%	19.2%
<b><u>DIRECTORY ASSISTANCE SERVICES</u></b>	19.2%	19.2%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**EXHIBIT A****Southwestern Bell's Resale Telecommunications Services\* List - Business  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>ISDN</u></b>		
Digiline	19.2%	19.2%
<b><u>OTHER</u></b>		
Bundled Telecommunications Services (e.g., the Works)	19.2%	19.2%
Customer Alerting Enablement	19.2%	19.2%
Grandfathered Services	19.2%	19.2%
Hot Line	19.2%	19.2%
Promotions (Greater than 90 days)	19.2%	19.2%
Preferred Number Service	19.2%	19.2%
TouchTone	19.2%	19.2%
Voice Dial	19.2%	19.2%
Warm Line	19.2%	19.2%
<b><u>TOLL</u></b>		
Home 800 <sup>sm</sup>	19.2%	19.2%
IntraLATA MTS	19.2%	19.2%
<b><u>OPTIONAL TOLL CALLING PLANS</u></b>		
1+ SAVER <sup>sm</sup>	19.2%	19.2%
1+SAVER Direct	19.2%	19.2%
Community Optional Saver	19.2%	19.2%
Outstate Calling Area Service	19.2%	19.2%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

**EXHIBIT B****Southwestern Bell's Resale Other Services\* List  
Missouri**

	<b>RESALE DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
900 Call Restriction	19.2%	19.2%
Access Services	0%	0%
Additional Directory Listings	19.2%	19.2%
Bill Plus	5%	5%
Company Initiated Suspension Service	0%	0%
Directory Assistance Services	13.91%	13.91%
Connections with Terminal Equipment and Communications Equipment	0%	0%
Consolidated Billing	5%	5%
Construction Charges	0%	0%
Customer Initiated Suspension Service	0%	0%
Exchange Interconnection Service	0%	0%
Operator Services	13.91%	13.91%
Local Operator Assistance Service	13.91%	13.91%
Maintenance of Service Charges	0%	0%
Prepaid Calling Cards	19.2%	19.2%
Telecommunications Service Priority Systems	0%	0%
Toll Billing Exception (Billed Number Screen)	19.2%	19.2%
Toll Restriction	19.2%	19.2%
Wireless Carrier Interconnection Services	0%	0%

\*Some Services not available in all Areas.

Resale products available subject to state and federal rules, regulations and tariffs.

## **APPENDIX SS7**

## **APPENDIX SS7**

### **THE PROVISION OF SS7 SERVICE**

This Appendix sets forth the terms and conditions under which SWBT shall provide to ASI certain Common Channel Signaling/Signaling System 7 (CCS/SS7) services, herein referred to as "SS7 Service".

This Appendix provides for the use of the SWBT CCS network, which uses the SS7 protocol, and for a Dedicated Signaling Link, which provides network interconnection to SWBT's Signal Transfer Point (STPs), including facilities. SS7 Service provides CCS/SS7 functionality and translations to support SS7 based services and applications as they become available and as facilities permit.

SS7 Service includes the screening of messages based on origination Signaling Point Code (SPC) and the routing of messages by a SWBT mated pair of STPs. Any services beyond SS7 Transport, Use of the STP or a Dedicated Signaling Link interconnection (e.g. Local and IntraLATA Call Set-Up Signaling, Interexchange Carrier (IXC) Call Set-Up Signaling, Easy Options<sup>SM</sup>, 800 Data Base Access, and Line Information Data Base (LIDB), Validation Service Access) will be provided by an amendment to this Appendix, by a separate agreement, or by tariff, whichever is applicable. Arrangements for services should be made through the CLEC Service Center of SWBT.

#### **I. SERVICE DESCRIPTION**

##### **A. SS7 Transport**

SS7 Transport provides for the routing and screening of SS7 messages from a SWBT pair of STPs (i.e. a mated pair) to another SWBT pair of STPs. The screening of messages provides for ASI designation of signaling points associated with ASI and controls which messages may be allowed or not allowed by the SWBT STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a GTT of the message address, if needed.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (MTP) messages, Integrated Services Digital Network User Part (ISDNUP or ISUP) messages, Signaling Connection and Control Part (SCCP) messages, Transaction Capability Application Part (TCAP) messages and Operations and Maintenance Application Part (OMAP) messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as, for example, Easy Option (referred to as Call Control Option or Bellcore CLASS) services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the SPC address of the message based on the translation information of SWBT's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of ASI's signaling point or messages that are generated by a signaling point connected via ASI's signaling point.

**B. Dedicated Signaling Links**

Dedicated Signaling Links provide physical access to SWBT's signaling network. The links are fully dedicated to the use of ASI and provide the screening and routing usage for the SWBT STP to which the link is connected. Dedicated signaling links are provided as a set of links connecting to a SWBT mated pair of STPs. Dedicated Signaling Links are dedicated two-way digital data circuits that interconnect SWBT's STP locations and ASI's Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to ASI for their use in furnishing SS7 based services or applications to their end users or other users of SS7 signaling information.

Dedicated Signaling Links include the following elements:

1. SS7 Link Cross Connect: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the SWBT STP building. The cross connect connects the STP Port Termination to ASI unbundled dedicated transport, to a collocation cage or to a STP Access Link.
2. STP Port Termination: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.
3. STP Access Link: The STP Access Link provides a 56 kilobit per second digital facility when ASI requires an interoffice facility to connect from ASI's Dedicated Transport or Entrance Facility to the STP building location.



The STP Port Termination shall provide for the use of the SWBT STP to which the port is connected.

ASI shall provide the portion of the signaling link from ASI's premises within the LATA to the SWBT STP location using unbundled dedicated transport, or the optional STP Access Link. ASI shall notify SWBT that the facility contains a signaling link service. Multiple facilities provided by SWBT will be identified so that SWBT may maintain facility diversity between links and linksets that require diversity. ASI shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

ASI shall identify to SWBT the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SWBT shall provide a STP Access Link. The STP Access Link will connect to the DS-0A Cross Connect at the STP location.

When ASI uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, ASI acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per SWBT Technical Publication, TP76638. First interconnections to the SWBT signaling network per ASI and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by SWBT.

**C. Use of the STP**

The Use of the STP provides for the use of the SWBT SS7 signaling network when ASI uses the SWBT Local Switching Unbundled Network Element. The Use of the STP provides for the use of the signaling link between the SWBT local switch and the STP, the use of the signaling link and ports between the SWBT tandem switch and the STP when applicable, the use of the SWBT STP port and use of STP Transport. The Use of the STP is a signaling network element incurred by use of the SWBT local switching (i.e. Unbundled Local Switching). The Use of the STP provides the SWBT signaling when ASI subscribers originate and terminate calls from a SWBT SS7 equipped end office.

## **II. MANNER OF PROVISIONING**

### **A. SS7 Transport**

ASI shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to ASI on the routes and SPCs served by the SWBT STPs.

SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. Routes requiring ISUP routes longer than two SWBT STP pairs may be provisioned pursuant to Appendix UNE per specific ASI request, if such route is technically feasible. However, routes involving SPCs not associated with ASI are subject to the route designated by the owner of the SPC.

SS7 Transport shall route TCAP queries when feasible per the SS7 Protocol to the SWBT "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT "regional" STP pair to another SWBT STP pair.

When ASI requires modification of SWBT's SS7 Service components not otherwise provided in this contract, the modifications may be furnished pursuant to Appendix UNE.

SS7 Transport provides a signaling route for messages only to signaling points to which SWBT has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SWBT pairs of STPs, until ordered. When SWBT or ASI, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to the SWBT signaling network per the standard requirements of the SS7 protocol.

Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPCs.

### **B. Dedicated Signaling Links**

ASI shall designate the signaling points and SPCs associated with ASI. ASI shall provide information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the SPCs of

ASI. This information may include global title address, translation type and subsystem designations as needed.

Signaling links from SWBT mated pairs of STPs shall connect to ASI premises (including collocation locations) within the same LATA. A set of links can be either:

1. "A" Link Sets from ASI's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
2. "B" Link Sets from ASI's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) FCC Tariff No. 4.

A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and ASI physical network from signaling point to signaling point for the link.

When ASI requires an STP Access Link, ASI and SWBT shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both the SWBT network and ASI network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If ASI requires a degree of diversity greater than is available in the SWBT network, ASI shall submit a Network Element Bona Fide Request.

All applicable SPCs for each signaling link must be installed at each of SWBT's interconnecting STPs.

Call set-up times may be adversely affected when ASI, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.

Provisioning of the SS7 Service is in accordance with SWBT CCS/SS7 Network Interface Specifications (TP76638) and Bellcore Common Channel Network Interface Specification (GR-905-CORE), as amended.

When ASI uses the Dedicated Signaling Links of another party and ASI submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, ASI shall include with the order a Letter of Authorization (LOA). The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party shall agree to pay SWBT charges to change the translations associated with the link set and shall agree to pay SWBT charges associated with SS7 Transport.

**C. Use of the STP**

When ASI orders SWBT Unbundled Local Switching the Use of the STP shall apply. No order or provisioning by ASI is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

Any changes, additions or deletions to the SWBT SS7 signaling network required per ASI shall be submitted pursuant to Appendix UNE.

**III. DESCRIPTION OF RATE ELEMENTS**

The following rate elements apply to SS7 Service:

**A. SS7 Transport**

SS7 Transport shall be measured per octet of information screened and routed.

ASI shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of ASI.

**B. Dedicated Signaling Links**

**1. SS7 Link Cross Connect**

ASI shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered per order.

2. STP Port Termination

ASI shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT STP. One STP Port Termination must be installed at SWBT's interconnecting STP for each Dedicated Signaling Link.

There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

3. STP Access Link

ASI shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

C. Signaling Point Code Addition

ASI shall pay the SPC addition rate element for the establishment and translation of each applicable CCS network SPC at a SWBT STP. ASI shall pay a nonrecurring charge per SPC established at each STP.

D. Global Title Translation (GTT) Addition

ASI shall pay the GTT addition rate element for the establishment of ASI's global title address, translation type or subsystem information in the SWBT STP translations. ASI shall pay a nonrecurring charge per GTT established at each STP.

E. Service Rearrangement

ASI shall pay charges for rearrangement of the SS7 Service which are not specifically addressed pursuant to the Network Element Bona Fide Request process.

F. Use of the STP Per Call

ASI shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by ASI subscribers using the SWBT Local Switch Unbundled Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when ASI uses the SWBT Unbundled Local Switching Network Element.

**IV. RATES AND CHARGES**

The Pricing Schedule, which is attached hereto and made a part hereof, contains the Rates and Charges for the elements described above.

Mileage is calculated based on the airline distance between the locations involved, using the V & H coordinates method, as set forth in the National Exchange Carrier Association, Inc. FCC Tariffs No. 4 and 5.

**V. ORDERING THE SERVICE**

ASI shall abide by the following ordering guidelines:

**A. SS7 Transport**

ASI shall submit SWBT's CCS/SS7 Activity Notification Form, identify the set of links ASI will use and identify the service(s) associated with each SPC. ASI shall identify SPC and GTT information that must be translated into the SWBT STPs.

**B. Dedicated Signaling Links**

ASI shall submit an Access Service Request form and SWBT's CCS Activity Notification form. ASI shall identify the SWBT STPs, ASI premises, the circuit interconnection arrangement at ASI Dedicated Transport location and ASI signaling point. ASI shall identify SPC and GTT information that must be translated in the SWBT STPs.

**C. Signaling Point Code Addition**

ASI shall submit a SWBT CCS Activity Notification form. ASI shall identify the SWBT STPs and ASI SPC information that must be added or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, ASI shall indicate translation route information.

**D. Global Title Translation (GTT) Addition**

ASI shall submit a SWBT CCS Activity Notification form. ASI shall identify the SWBT GTT information that must be added, deleted or changed in the SWBT STP translations. If more than one pair of SWBT STPs are affected, ASI shall indicate translation route information.

**E. Service Rearrangement**

ASI shall order a SS7 Signaling Service Rearrangement per Appendix UNE.

**F. Use of the STP**

Ordering requirements for the use of the STP are included in the requirements set forth in the ordering clause of the Local Switching UNE (Appendix UNE), and are incorporated here by reference.

**VI. RESPONSIBILITIES OF SWBT**

- A. SWBT shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT or ASI facilities, natural disasters, mass calling or national security demands.
- B. SWBT shall determine the GTT and Translation Type (TT) route for messages routed to GTT which are associated with SWBT signaling points.
- C. SWBT shall define regional functions and local functions of its STPs. SWBT will route ISUP messages within the SWBT signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications or not certified by SWBT, ASI acknowledges that the service performance standards need not be met in the provision of the total service.
- F. SWBT shall route messages generated by the action of ASI throughout the SWBT signaling network. The content of the messages is for the use of signaling points

of origination and destination. SWBT will not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT will not divulge any message or any part of messages generated by ASI to any other party, except as required to manage the SWBT signaling network or as may be required by law.

- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of ASI for the respective service(s) requested by ASI and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with ASI in order to provision, test and install the SS7 Service in a timely fashion.

## **VII. RESPONSIBILITIES OF ASI**

- A. ASI shall provision the signaling links at ASI premises and from ASI premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If ASI requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, ASI agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.
- C. ASI shall identify to SWBT the SPC(s) associated with ASI set of links.
- D. When ASI orders the use of the SWBT STP, ASI shall specify the set of signaling links to be used. If the links are provided to another party ASI shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of the SWBT STP.
- E. ASI shall identify to SWBT the Global Title and Translation Type information for messages that route to ASI.
- F. When routing messages addressed to a SWBT Subsystem Number (SSN), ASI shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.
- G. ASI shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.



- H. ASI shall verify the accuracy of information concerning the services ordered by ASI.
- I. ASI shall designate the level of diversity associated with ASI premises. SWBT shall provide the same degree of diversity as ASI provides.
- J. ASI shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. ASI shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- L. ASI shall inform SWBT in writing thirty (30) days in advance of any change in ASI's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by ASI to be forwarded to SWBT's network. ASI shall provide in said notice the reason, by individual SS7 service, for the volume change.

#### **VIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

# **APPENDIX**

## **UNE**

## **APPENDIX UNE**

### **UNBUNDLED NETWORK ELEMENTS**

#### **1.0 Introduction**

This Appendix UNE (Unbundled Network Elements) sets forth the terms and conditions pursuant to which SWBT agrees to furnish ASI with access to UNEs. ASIs seeking to provide service to end users through use of multiple SWBT UNEs are responsible for combining those SWBT's UNEs into finished services. SWBT will provide access to UNE's under the terms and conditions described below. The connection between a SWBT UNE and a non-SWBT facility will be performed as prescribed in the applicable Commission ordered tariff or as otherwise agreed upon by the Parties in an interconnection agreement. The prices for Network Elements are set forth in Appendix Pricing.

Unless otherwise specifically required by law, SWBT has no obligation to provide any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.

#### **2.0 General Terms and Conditions**

- 2.1 SWBT and ASI may agree to connect ASI's facilities with SWBT's network at any technically feasible point for access to UNEs for the provision by ASI of a Telecommunications Service. (Act, § 251 (c)(2)(B); 47 CFR § 51.305(a)(2)(vi))
- 2.2 SWBT will provide ASI nondiscriminatory access to UNEs: (Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a))
  - 2.2.1 At any technically feasible point (Act, § 251(c)(3); 47 CFR § 51.307(a));
  - 2.2.2 At the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory (Act, § 251(c)(3); 47 CFR § 51.307(a));
  - 2.2.3 In a manner that allows ASI to provide any telecommunications service that may be offered by means of that element (Act, § 251(c)(3); 47 CFR § 51.307(c));
  - 2.2.4 In a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

- 2.2.5 With technical information regarding SWBT's facilities to enable ASI to achieve access to elements (47 CFR § 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair ASI's ability to provide a telecommunications service in a manner it intends (47 CFR § 51.309(a));
- 2.2.7 In a manner that allows ASI to purchase access to an UNE to use such network element to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));
- 2.2.8 Where applicable, under terms and conditions no less favorable than terms and conditions under which SWBT provides such elements to itself. (47 C.F.R. § 51.313(b)).
- 2.3 ASI is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 SWBT shall retain the duty to maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in Section 12.8, below.
- 2.5 Where technically feasible, the quality of the element and access to such UNE shall be at least equal to what SWBT provides itself or any subsidiary, affiliate, or other Party (47 CFR § 51.311(a),(b)).
- 2.6 SWBT shall offer terms and conditions of access to elements equally to all CLECs through Section 31.16 of the Agreement. (47 CFR § 51.313(a)).
- 2.7 Each Party shall be solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.8 Network elements provided to ASI under the provisions of this Appendix shall remain the property of SWBT.
- 2.9 A requesting carrier that purchases an UNE for an end user may not use such element to provide interexchange service to end users for whom that requesting carrier does not also provide local exchange service.

### **3.0 Access to Unbundled Network Elements**

This subsection describes the methods and conditions under which SWBT agrees to provide ASI with access, on an unbundled basis, to loops, switch ports, and dedicated transport. These methods provide ASI access to multiple SWBT UNE's which ASI may then combine. The methods listed below provide ASI with access

to UNEs without compromising the security, integrity, and reliability of the Public Switch Network, as well as to minimize potential service disruptions.

- 3.1 Subject to availability of space and equipment, ASI may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SWBT central office or tandem office.
- 3.1.1 (Method 1) If ASI is physically collocated, SWBT will extend SWBT UNEs that require cross connection to ASI's physical collocation Point of Termination (POT) frame.
  - 3.1.2 (Method 2) If ASI is physically collocated, SWBT will extend SWBT UNEs that require cross connection to ASI UNE Frame located in a collocation common area.
  - 3.1.3 (Method 3) SWBT will extend SWBT UNEs that require cross connection to ASI UNE Frame located in a common area room space, other than collocation common area, within the central office building.
  - 3.1.4 (Method 4) SWBT will extend SWBT UNEs to an external Point of Presence, such as a cabinet located outside the Central Office building, provided by SWBT on SWBT property.
  - 3.1.5 (Method 5) SWBT shall allow extension of SWBT UNEs to a building not controlled by SWBT via cabling provided by ASI. ASI shall provide the excess cable necessary to reach a SWBT Frame in the SWBT central office where ASI requests connection.
- 3.2 The following terms and conditions apply when SWBT provides access pursuant Sections 3.1.1 through 3.1.5:
- 3.2.1 The terms and conditions for ASI choosing to access SWBT UNEs through collocation arrangements are set forth in Appendix Collocation.
  - 3.2.2 Within ten (10) business days of receipt of a written request for access to UNEs involving ten (10) or fewer central offices, SWBT will provide a written reply notifying ASI of the method(s) of access available in the requested wire center. For requests impacting eleven (11) or more central offices the Parties will agree to an implementation schedule for access to UNEs.
  - 3.2.3 Access to UNEs via Method 1 and Method 2 are only available to physically collocated CLECs.

- 3.2.4 Method 3, Method 4, and Method 5 are available to both collocated and non-collocated CLEC. Methods 2, 3, and 4 are subject to the availability of space and equipment.
- 3.2.5 For requests concerning ten (10) or fewer central offices, if the agreed upon method of access is not available, SWBT will within ninety (90) business days (or the interval established under a request for physical collocation, if applicable) prepare the wire center for access for UNEs. For requests impacting eleven (11) or more central offices, the Parties will agree to an implementation schedule.
- 3.2.6 ASI may cancel the request at any time, but will pay SWBT's reasonable and demonstrable costs for modifying or making additions to its network up to the date of cancellation.
- 3.2.7 If ASI elects to exercise Method 5, it shall perform all construction, cabling, and connection work required to reach the SWBT manhole nearest the subject SWBT Central Office, including the excess cable mentioned in 3.1.5. ASI shall obtain all necessary rights of way, easements, and other third party permissions.
- 3.2.8 ASI shall be responsible for initial testing and sectionalization of facilities containing ASI installed cross connections.
- 3.2.9 ASI shall refer trouble sectionalized in the SWBT UNE to SWBT.
- 3.2.10 Prior to SWBT providing access to UNEs under this Appendix, ASI and SWBT shall provide each other with a point of contact for overall coordination.
- 3.2.11 ASI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.12 All tools, procedures, and equipment used by ASI to connect to SWBT's network shall comply with technical standards set out in SWBT's Technical Publication – Access to UNEs for CLECs, to reduce the risk of damage to the network and customer disruption
- 3.2.13 ASI shall apply the same rules of conduct and responsibility to its own personnel on SWBT property, as SWBT applies to its personnel related to violence in the workplace, sexual harassment, and controlled substances, as contained in the most current SWBT Code of Business Conduct.
- 3.2.14 ASI shall provide positive written acknowledgment that the requirements stated in this section have been satisfied for each employee requiring

access to SWBT premises and/or facilities. SWBT identification cards will be issued for any ASI employees who are designated by ASI as meeting the necessary requirements for access. Entry to SWBT premises will be granted only to ASI employees with such identification.

- 3.2.15 ASI shall designate each network element being ordered from SWBT. ASI shall provide an interface to receive assignment information from SWBT regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.16 SWBT will provide ASI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SWBT shall be referred to such contact number.
- 3.2.17 ASI shall provide its own administrative telecommunication service at each facility and all materials needed by ASI at the work site. The use of cellular telephones is not permitted in SWBT equipment areas.
- 3.2.18 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
  - 3.2.18.1 Where applicable, a one (1) time preparation charge for modifying a building or preparing the premises will be made on an ICB. Within thirty (30) days of a request by ASI, SWBT will provide an initial estimate of time for preparing the ICB.
  - 3.2.18.2 SWBT will contract for and perform the construction and preparation activities using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the building.
  - 3.2.18.3 The first entity to which SWBT provides access to UNEs the building shall be responsible for all costs incurred by SWBT associated with the preparation of the building to provide access to UNEs in the initial space where access to UNEs is to be located ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous CLEC(s) as additional entities use access to UNEs in the building within twelve (12) months of the first billing date of the initial monthly charge for the first CLEC in the building, using the following schedule:

<u>CLEC</u>	<u>Initial Common Charge</u>	<u>Refund</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first CLEC. Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually collected.

3.2.18.4 In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's Commission ordered intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

#### **4.0 Additional Network Elements**

4.1 Various subsections below list the UNEs that have been identified as of the Effective Date of this Agreement. Upon request, SWBT will provide access to additional UNEs for the provision by ASI of a Telecommunications Service. Such requests shall be processed in accordance with the Bona Fide Request process.

4.2 SWBT will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SWBT shall not be required to provide UNEs. Provided however, ASI may request and, SWBT may agree to provide UNEs, even where facilities do not exist, through the Bona Fide Request process.

#### **5.0 Provisioning/Maintenance of Unbundled Network Elements**

5.1 Access to UNEs are provided under this Agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. If ASI requests special facilities, equipment or routing of UNEs such requests will be handled under the Bona Fide Request process.



- 5.2 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the UNEs it provides. SWBT is not responsible for the Telecommunications Services provided by ASI through the use of those elements.
- 5.3 Where UNEs provided to ASI are dedicated to a single end user, if such elements are for any reason disconnected they shall be made available to SWBT for future provisioning needs, unless such element is disconnected in error. ASI agrees to relinquish control of any such UNE concurrent with the disconnection of ASI's end user's service.
- 5.4 ASI shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit SWBT to test and make adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 5.5 ASI's use of any SWBT UNE, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if ASI violates this provision, provided that such termination of service will be limited to ASI's use of the element(s) causing the violation.
- 5.6 When a SWBT provided Commission ordered tariffed or resold service is replaced by an ASI facility based service using any SWBT provided UNEs (including service provided exclusively via SWBT provided extended UNE), a disconnect order will be issued by SWBT on the SWBT service and a new connect order will be issued by SWBT (with an appropriate service order charge to ASI being generated) on the requested network elements. Similarly, when an end user served by one (1) CLEC using SWBT provided UNE is converted to a different CLEC's service which also uses any SWBT provided UNE, a disconnect order will be issued by SWBT (with an appropriate service order charge being generated) of the existing UNE and a new connect order will be issued by SWBT (with an appropriate service order charge being generated) of the new UNE.
- 5.7 ASI shall connect equipment and facilities that are compatible with the SWBT Network Elements and shall use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 5.0.

- 5.8 UNEs may not be connected to or combined with SWBT access services or other SWBT Commission ordered tariffed service offerings with the exception of Commission ordered tariffed collocation services.

## **6.0 Performance of Network Elements**

- 6.1 Each Network Element provided by SWBT to ASI will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion.

- 6.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Additionally, SWBT may elect to conduct central office switch conversions for the improvement of its network. During such conversions, ASI orders for UNEs from that switch shall be suspended for a period of three (3) days prior and one (1) day after the conversion date, consistent with the suspension SWBT places on itself for orders from its customers. ASI will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

## **7.0 Bona Fide Request**

Various sections below identify specific UNEs and provide the terms and conditions on which SWBT will offer access to the UNEs to ASI. Any request by ASI for access to an additional UNE may be considered under this Bona Fide Request process. Where facilities and equipment are not available, ASI may request and SWBT may agree to provide Network Elements through the Bona Fide Request process. For the purposes of this section, business days are defined as Monday through Friday, excluding Holidays observed by SWBT.

- 7.1 Each Party will promptly consider and analyze access to new UNE with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

- 7.2 A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the location(s) where needed, the date needed, and the projected to be ordered with a 3 year demand forecast.
- 7.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 7.4 Within ten (10) business days of the requesting Party submitting a complete and accurate description of the request, including drawings where applicable, the receiving Party will acknowledge receipt of the Network Element Bona Fide Request. To the extent that the Bona Fide Request is not complete and accurate as to what is being requested, rather than acknowledge receipt, the receiving Party will request that the Parties will meet to clarify the request.
- 7.5 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a complete and accurate Network Element Bona Ride Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will advise that the receiving Party will not comply with the Request. If the receiving Party will not comply with the Request, that Party will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act and therefore the Bona Fide Request is denied. Where access to an UNE will be provided, a preliminary analysis will confirm the receiving Party will offer, to the fullest extent possible, contain a description of the Network Element being provided, along with an estimate of availability, applicable rates, and installation intervals.
- 7.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request only upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. The written authorization to proceed must be received by the receiving Party within thirty (30) business days of the requesting Party's receipt of the preliminary analysis. If no confirmation to proceed is received within the thirty (30) business day interval the Network Element Bona Fide Request will be deemed canceled and the requesting Party, and the requesting Party will pay to the Receiving Party all demonstrable cost as set forth in paragraph 7.3 above. Any request to proceed with this request after the thirty (30)

business day window, will require submission of a new Network Element Bona Fide Request.

- 7.7 Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
- 7.8 As soon as feasible, but not more than ninety (90) business days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 7.9 Within thirty (30) business days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm in writing its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act. If neither action is taken, the Network Element Bona Fide Request is considered canceled and the requesting Party is liable for all demonstrable costs incurred under Section 7.3. Any request to proceed with this request after the thirty (30) business day window, will require submission of a new Network Element Bona Fide Request
- 7.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

## **8.0 Network Interface Device**

ASI may connect its unbundled local loops to customer's inside wiring through SWBT's Network Interface Device (NID) and an adjoining NID deployed by requesting carrier (47 § CFR51.319 (b)(2))

- 8.1 The NID is a cross-connect used to connect unbundled loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections.
- 8.2 ASI may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by ASI will be performed by SWBT based on time and material charges. SWBT will, at the

request of ASI, disconnect the SWBT local loop from inside wiring, at charges reflected on Appendix Pricing.

- 8.3 ASI will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.
- 8.4 With respect to multiple dwelling units or multiple-unit business premises, ASI will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- 8.5 The SWBT NIDs that ASI uses under this Appendix will be existing NIDs installed by SWBT to serve its customers.
- 8.6 ASI shall not attach to or disconnect SWBT's ground. ASI shall not cut or disconnect SWBT's loop from its protector. ASI shall not cut any other leads in the NID. ASI shall protect all disconnected leads with plastic sleeves and store them within the NID enclosure. ASI shall tighten all screws or lugs loosened by ASI in the NID's enclosure and replace all protective covers.

#### **9.0 Local Loop**

- 9.1 A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user premises. (47 CFR § 51.319(a))
- 9.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing the following:
- 9.2.1 A 2-Wire analog loop which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 9.2.2 A 4-Wire analog loop which provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 9.2.3 A 2-Wire digital loop 160 Kbps which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

9.2.4 A 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

9.3 If ASI requests one (1) or more Unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC) SWBT will, where available, move the requested Unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier Unbundled Loop, at no additional charge to ASI. If, however, no spare Unbundled Loop is available, SWBT will within two (2) business days, of ASI's request, excluding weekends and holidays, notify ASI of the lack of available facilities. ASI may request alternative arrangements through the Bona Fide Request process.

9.4 In addition to any liability provisions in this agreement, SWBT does not guarantee nor make any warranty with respect to unbundled local loops when used in an explosive atmosphere. ASI shall indemnify, defend and hold SWBT harmless from any and all claims by any person relating to ASI's or ASI end user's use of unbundled local loops in an explosive atmosphere.

9.5 Project Service Coordination

The following coordination procedures apply only to Loops ordered as a project of 20 or more lines to a single End User's Minimum Point of Entry ("MPOE") at locations where cutover coordination is related:

9.5.1 On each Loop order in a Wire Center, ASI will contact SWBT and the Parties will agree on a cutover time at least two (2) business days before that cutover time. The cutover time will be defined as a half (1/2) hour window (normally provisioned from 8 a.m. to 5 p.m. Monday through Friday), within which both ASI and SWBT personnel will make telephone contact to begin the cutover activity. Coordination for Loops meeting the definition of a project will be provided by the Parties at no charge unless SWBT incurs additional costs to accommodate ASI's request. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as described in SWBT's FCC ordered Access Tariff 73.

9.5.2 Within the appointed half (1/2) hour cutover time, ASI will call SWBT's Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If ASI fails to call or is not ready within the appointed interval, and if ASI had not called to reschedule the work at least two (2) hours prior to the start of the interval, ASI and SWBT will reschedule the work order on a mutually negotiated basis.

9.5.3 If SWBT's LOC is not available or ready when ASI calls during the half (1/2) hour interval, SWBT will not bill the Service Date Change charge for

the Loop or Loops scheduled for that interval and will reschedule the installation on a mutually negotiated basis

## **10.0 Local Switching**

- 10.1 The local switching element encompasses line side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk side facilities include the connection between, for example, trunk termination at a trunk side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number and dial tone. In addition, the local switching element includes access to features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities.
- 10.2 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when ASI uses Local Switching elements. Until such time that the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when ASI uses Local Switching elements and will provide intraLATA toll to ASI without other usage sensitive charges. When the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed intraLATA carrier.
- 10.3 When ASI requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- 10.4 Where ASI purchases ULS and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from ASI customers for Directory Assistance and Operator Services to ASI designated trunks for the provision of ASI Directory Assistance and Operator Services as agreed to by the Parties.
- 10.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 10.6 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic

Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. ASI agrees to respond to SWBT's notifications regarding network congestion.

10.7 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. ASI requests for use of SWBT adjuncts will be handled through the Bona Fide Request process.

10.8 In ordering ULS, ASI will designate the features and functions that are to be activated on a particular unbundled switch port. SWBT will provide features to the extent such features and functions are available or as may be requested by the Bona Fide Request process.

10.9 **Switch Ports**

10.9.1 Analog Line Port: provides feature functionality similar to single and multi-line residence and business services.

10.9.2 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.

10.9.3 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

10.9.4 Analog DID Trunk Port: A trunk side 2-wire connection for Direct Inward Dialing (DID) service.

10.9.5 DS1 Trunk Port: A trunk side DS1 interface intended for digital trunk service for the end user PBX or a custom routed network trunk.

11.0 **Tandem Switching**

11.1 Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.2 Tandem Switching will provide trunk to trunk connections for local calls between two (2) end offices.



- 11.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 13.

## 12.0 **Interoffice Transport**

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one (1) customer or carrier, that provide telecommunications between wire centers owned by SWBT or ASI or third parties acting on behalf of ASI, or between switches owned by SWBT or ASI or third parties acting on behalf of ASI. Interoffice Transport includes Common Transport and Dedicated Transport.

SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

### 12.1 Common Transport

- 12.1.1 Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit ASI to connect its ULS element purchased from SWBT with Common Transport to transport the local call dialed by the ULS element to its destination through the use of SWBT's common transport network. Common Transport will also permit ASI to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

### 12.2 Dedicated Transport

- 12.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or ASI, or between switches owned by SWBT or ASI.

12.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to ASI.

12.2.1.2 SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.

- 12.2.2 As reflected on Appendix Pricing, Dedicated Transport consists of the following rate elements:

- a) Entrance Facility applies from SWBT wire center (serving wire center) to ASI location.
- b) Interoffice Transport (first mile plus each additional Mile) applies between two (2) SWBT Switches/Wire Centers
- c) Digital Cross Connect System (DCS) when ASI orders DCS
- d) Transmission Path Continuity (TPC) applies once per each of the above used to comprise the UDT circuit.

12.2.3 Digital Cross Connect System (DCS) - SWBT will offer Digital Cross Connect System (DCS) in conjunction with the UDT element with the same functionality that is offered to interexchange carriers.

12.2.4 Multiplexing is an option offered with dedicated transport giving the capability of converting higher to lower digital transmission rates, or from digital to voice grade channels within the same Central Office.

12.2.5 A multiplexing charge will apply when ASI requests this functionality and when the capacity of the facility they wish to be connected to the UDT is different from the transport bandwidth of the UDT.

### **13.0 Signaling Networks and Call-Related Databases**

Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, 800, and AIN.

### **14.0 Operations Support Systems Functions**

14.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information. SWBT will provide ASI access to its Operations Support Systems Functions as outlined in Appendix OSS.

### **15.0 Cross Connects**

15.1 The cross connect is the media between the SWBT distribution frame and ASI designated point of access as described in 3.0, above or the media between a SWBT UNE and a collocation area (Physical or Virtual) for the purpose of connecting the SWBT UNE to ASI's own facilities.

15.2 The applicable loop cross connects to point of access for the purpose of combining a SWBT loop with another SWBT UNE are as follows:

- (a) 2 wire analog loop to point of access
- (b) 4 wire analog loop to point of access
- (c) 2 wire digital loop to point of access
- (d) 4 wire digital loop to point of access

15.3 The applicable UDT cross connects to point of access for the purpose of combining to another SWBT UNE are as follows:

- (a) DS-1 to point of access
- (b) DS-3 to point of access
- (c) OC3 to point of access
- (d) OC12 to point of access
- (e) OC48 to point of access

15.4 The applicable Switch Port cross connects to point of access for the purpose of combining to another SWBT UNE are as follows:

- (a) Analog Line Port to point of access
- (b) ISDN Basic Rate Interface (BRI) to point of access
- (c) ISDN Primary Rate Interface (PRI) to point of access

15.5 The applicable loop cross connects for the purpose of connecting a SWBT UNE to ASI's collocated facilities (either physical or virtual) are as follows:

- (a) 2 wire analog loop to collocation
- (b) 4 wire analog loop to collocation
- (c) 2 wire digital loop to collocation
- (d) 4 wire digital loop to collocation

15.6 The applicable dedicated transport cross connects for the purpose of connecting a SWBT UNE to ASI's collocated facilities (either physical or virtual) are as follows:

- (a) DS-1 to collocation
- (b) DS-3 collocation
- (c) OC3 to collocation
- (d) OC12 to collocation
- (e) OC48 to collocation

15.7 The applicable Switch Port cross connects for the purpose of connecting a SWBT UNE to ASI's collocated facilities (either physical or virtual) are as follows:

- (a) Analog Line Port to collocation
- (b) ISDN Basic Rate Interface (BRI) to collocation

(c) ISDN Primary Rate Interface (PRI) to collocation

**16.0 Pricing**

16.1 Attached hereto as Appendix Pricing is a schedule which reflects the prices at which SWBT agrees to provide ASI with access to UNEs. ASI agrees to compensate SWBT for UNEs at the rates contained in Appendix Pricing. UNEs are available from SWBT on a per UNE basis at prices as contained in Appendix Pricing.

16.2 For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached Appendix Pricing, including Bona Fide Requests, SWBT and ASI will negotiate prices.

16.3 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. Interest will apply on overdue amounts.

16.4 Where SWBT agrees to modify its outside plant facilities to satisfy an ASI request, SWBT shall recover the costs of modifying its outside plant facilities for ASI space requirements from ASI. These costs will be recovered via the Bona Fide Request process described herein.

**16.5 Recurring Charges**

16.5.1 Unless otherwise listed below, 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. The minimum period for elements provided under the Bona Fide Request process may be longer.

16.5.2 Where rates are 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. ASI shall pay for all usage on such calls including those that are not completed due to busy or don't answer conditions

16.5.3 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. FCC Tariff 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.

16.6 Non-Recurring Charges

16.6.1 Consistent with 51.307(d), there are non-recurring charges for each UNE on the first connection on an ASI order as well as separate non-recurring charges for each additional connection associated with the same ASI order at the same ASI specified premises.

16.6.2 ASI shall pay a non-recurring charge when ASI adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix Pricing. This charge also applies to point code information provided by ASI allowing other telecommunications providers to use ASI's SS7 signaling network.

12.6.3 ASI shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

16.7 Maintenance of Elements

16.7.1 The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT.

16.7.2 If trouble occurs with UNEs provided by SWBT, ASI will first determine whether the trouble is in ASI's own equipment and/or facilities or those of the end user. If ASI determines the trouble is in SWBT's equipment and/or facilities, ASI will issue a trouble report to SWBT.

16.7.3 ASI shall pay Time and Material charges when ASI 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. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

16.7.4 ASI shall pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

16.7.5 If ASI 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 Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel

are allowed access to the premises, the charges discussed herein will still apply.

16.7.6 Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one (1) 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 work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.

16.7.7 If ASI requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, ASI will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

16.8 Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)

16.8.1 When ASI purchases ULS, SWBT will provide ASI the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. ASI will pay non-recurring charges to activate such features in association with a particular ULS Port type. Technically feasible features that may not have been provided on a standard basis are available on a bona fide request basis. ICB charges will apply. These charges are separate from the service charges for service order processing.

16.8.2 Customized Routing: ASI will pay ICB charges for Customized Routing to compensate SWBT for the costs of translating the switch. ASI will pay non-recurring charges as well as recurring monthly charges for the number of DS1 Trunk Ports required to accommodate ASI's dedicated custom route. ASI will pay ICB charges set by SWBT for subsequent changes that ASI makes to a customized routed class of service.

16.8.3 ASI will pay the Toll Free Database query rate for each query received from ASI's switch and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by ASI.

- 16.8.4 Use of SWBT's SS7 signaling network will be provided for ULS as set forth in Appendix SS7. ASI does not separately order SS7 under this method. ASI will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with ULS.
- 16.8.5 With ULS, SWBT will make available features that require resources outside the switch, but ASI will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.
- 16.8.6 Associated with ULS, ASI will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by ASI. Technically feasible features that may not have been provided on a standard basis with the establishment of the common block for use with associated switch ports, are available on a bona fide request basis. ICB charges will apply. ASI will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.
- 16.8.7 When the NXX of the telephone number provided to ASI is one (1) associated with an optional EAS arrangement, ASI shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

16.9

Unbundled Local Switching Rate Elements

- 16.9.1 Unbundled Local Switching (ULS): ULS is comprised of three (3) components; a ULS Port, originating usage (ULS-O) and terminating usage (ULS-T). The combination of these elements are referred to as ULS.
- 16.9.2 Unbundled Local Switching (ULS) Port: The ULS Port is one (1) of the three (3) components of ULS. The ULS Port consists of the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network. The ULS Port includes the cross connect to the main distribution frame or DSX panel.
- 16.9.3 Unbundled Local Switching - Originating (ULS-O): ULS-O is one (1) of the three (3) components of ULS. ULS-O represents the use of the ULS element to originate local calls.
- 16.9.4 Unbundled Local Switching - Terminating (ULS-T): ULS-T is one (1) of the three (3) components of ULS. ULS-T represents the use of the ULS element to terminate local calls.

16.10 Standard Interim Rate Structure for ULS

16.10.1 Intra Switch Calls - (On calls originating and terminating in the same switch):

16.10.1.1 ASI will pay ULS-O for a call originating from an ASI ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.

16.10.1.2 ASI will pay ULS-O for a centrex-like ULS intercom call in which ASI's user dials from one (1) centrex-like switch port ("station") to another centrex-like switch port ("station") in the same common block defined system.

16.10.1.3 SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision of Resale services by SWBT, or associated with SWBT's local service end user) and terminating to a ULS Port.

16.10.1.4 SWBT will not bill ULS-T for Intra switch calls originated by an unbundled ULS port even when the line to which the call is terminated is another ULS Port.

16.10.2 Inter Switch Calls - (On calls not originating and terminating in the same switch):

16.10.2.1 When any call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, ASI will pay ULS-O. Charges for UCT as outlined elsewhere will also apply.

16.10.2.2 When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to ASI in such event.

16.10.2.3 Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. ASI will pay appropriate Resale service toll rates for such calls. No ULS usage charges will apply to ASI in such event. SWBT will compensate ASI for access at the same rates ASI would be required to compensate SWBT for access if the call is dialed using 1+ or 0+.



- 16.10.2.4 After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. ASI will pay ULS-O charges.
- 16.10.2.5 When ASI uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply.
- 16.10.2.6 When a call that has been routed through SWBT's public network terminates to ASI ULS Port, from another of ASI's ports or another ASI's ULS Port, ASI will pay ULS-T charges.
- 16.10.2.7 When a call that has been routed through SWBT's public network terminates to an ULS Port from Resale service or SWBT local exchange service, ASI will pay ULS-T charges.
- 16.10.2.8 When a call terminates to ASI ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS, etc.). SWBT will assess ULS-T charges to ASI.
- 16.10.2.9 When a call which has been routed from another network terminates to an ULS line port, ASI will pay ULS-T charges.

## 16.11 Temporary ULS Rate Structure

- 16.11.1 ASI will pay the ULS-O per minute of use rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same eleven (11) digit CLLI end office or when ASI provides its own transport for the call.
- 16.11.2 For calls from a ULS port for which the terminating number is associated with an eleven (11) digit CLLI end office different from the originating CLLI, ASI will pay the Temporary ULS Between-Different-Central-Office rate per minute of use. This temporary rate applies in lieu of the ULS-O, ULS-T, UCT, and Unbundled Tandem Switching rates for these specific type of calls.

## 17.0 **Reservation of Rights**

- 17.1 SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d). Both

Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

## **18.0 Applicability of Other Rates, Terms and Conditions**

18.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

## **APPENDIX WIRELESS**

## APPENDIX WIRELESS

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and 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 are not being compensated for Wireless Interconnection Service under other Commission ordered tariffs, settlement agreements, contracts or any other mechanism. This Appendix is subject to the terms and conditions of applicable Commission ordered tariffs.

### **I. ADMINISTRATION OF REVENUE DISTRIBUTION**

- A. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- B. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Commission ordered Wireless Interconnection Tariff.
- C. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- D. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable Commission ordered tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU 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 MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.
- E. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within ninety (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.

F. The revenue and usage statement will contain the following information:

1. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;
2. The total of the MOU and revenues for the Secondary Company;
3. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
4. Adjustments for uncollectibles.

G. 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 sixty (60) calendar days from the date this Appendix is effective.

## **II. TERMINATION PROVISIONS**

- A. This Appendix shall remain in effect until terminated by either Party upon a minimum of thirty (30) calendar days written notice by such Party to the designated representative of the other.
- B. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

## **III. MISCELLANEOUS PROVISIONS**

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

## **IV. NOTICE**

In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

If to SWBT:           Account Manager  
Four Bell Plaza, 7<sup>th</sup> Floor  
311 S. Akard Street  
Dallas, Texas 75202-5398

If to ASI:             Joseph E. Cosgrove  
Vice President, General Counsel & Secretary  
1010 N. St. Mary's, Room 1407  
San Antonio, TX 78215

**V.    APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

**EXHIBIT A TO APPENDIX WIRELESS**

**End Office Percent Ownership of Local Transport Facilities**

**CLLI Code**

**NPA-NXX**

**% Ownership of Transport Facilities**

## **APPENDIX I SCHEDULE OF FEES AND CHARGES (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in Appendix Pricing shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

### **A) Pole Attachment Fees**

#### **1) General**

- a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.
- b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued. See fees in Appendix Pricing.

### **B) Conduit Occupancy Fees**

#### **1) General**

- a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional



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SCHEDULE OF FEES AND CHARGES (MISSOURI)**

assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

- b) Fees shall be payable semiannually in advance on the first days of January and July. See fees in Appendix Pricing.

(2) Fees (1999 Rates)

- a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.
  - b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.
  - c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.
  - d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.
  - e) When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.
- C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

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SCHEDULE OF FEES AND CHARGES (MISSOURI)**

- D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.
- E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay (1) half of SWBT's charges for the project at 50 percent job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 percent job completion and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.
- F) Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system, Applicant and SWBT shall equally share the costs attributable to having a construction inspector present when SWBT considers it necessary to have such an inspector present. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for one-half the actual out-of-pocket costs (without additives for

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**SCHEDULE OF FEES AND CHARGES (MISSOURI)**

administrative costs) incurred by SWBT in connection with the presence of such inspector.

If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

- G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.
- H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, and pending the establishment of permanent cost-based rates, a one-time contract administration fee, as outlined in Appendix Pricing, shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees as outlined in Appendix Pricing, in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.
- I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.
- J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.
- K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. \_\_\_\_\_

**APPENDIX II**  
**IDENTIFICATION OF APPLICANT (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: SBC Advanced Solutions, Inc. ("ASI")

Applicant's principal place of business is located in the State of Texas.

Applicant does business under the following assumed names: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Applicant is:

☒ a corporation organized under the laws of the State of Delaware  
\_\_\_\_\_, charter no. \_\_\_\_\_;

☐ a partnership organized under the laws of the State of \_\_\_\_\_; or

☐ another entity, as follows: \_\_\_\_\_  
\_\_\_\_\_

Applicant represents that Applicant is:

☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

\_\_\_\_\_

Agreement No. \_\_\_\_\_

**APPENDIX III**  
**ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

Agreement No. \_\_\_\_\_

#### **APPENDIX IV INSURANCE REQUIREMENTS (MISSOURI)**

This Appendix IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Appendix, the term “premises” refers to any site located on, within, or in the vicinity of SWBT’s poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant’s behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant’s Behalf. Applicant shall maintain, at all times during the term of the Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant’s behalf at the premises described in 1) above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant’s behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers’ Compensation Insurance. Applicant shall maintain, at all times during the term of the Master Agreement, Workers’ Compensation Insurance and Employer’s Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers’ Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker’s Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant’s behalf to provide Workers’ Compensation Insurance and Employer’s Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant’s behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or

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INSURANCE REQUIREMENTS (MISSOURI).**

entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
  - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
  - 3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.
  - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
  - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
  - 6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.
  - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.
- b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

**APPENDIX IV  
INSURANCE REQUIREMENTS (MISSOURI)**

- d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of Applicant's operations.

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.



**APPENDIX IV  
INSURANCE REQUIREMENTS (MISSOURI)**

- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
12930 Olive Street Road, Floor 2  
Creve Couer, Missouri 63141  
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

Agreement No. \_\_\_\_\_

**APPENDIX V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 1 OF 4**

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 1999, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting

**APPENDIX V  
NONDISCLOSURE AGREEMENT (MISSOURI)**

decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

**APPENDIX V  
NONDISCLOSURE AGREEMENT (MISSOURI)**

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

**APPENDIX V**  
**NONDISCLOSURE AGREEMENT (MISSOURI)**

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

SBC Advanced Solutions, Inc.  
Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement No. \_\_\_\_\_

**APPENDIX VI**  
**NOTICES TO APPLICANT (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Special notice provisions. The following special notice provisions, if any, shall apply:

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**APPENDIX VII  
NOTICES TO SWBT (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.04(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of Applicant's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of Applicant's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

**APPENDIX VII  
NOTICES TO SWBT (MISSOURI)**

- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 17.06 Notification of Applicant's response to ownership of facilities in question
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Notification of claims
- 23.XX All notifications of insurance coverage in Article 23
- 24.03 Notification of assignment
- 25.01 Notification of termination
- 25.03 Notification of cure of breach
- 27.04 Notice of elective termination
- 29.03 Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair



**APPENDIX VII  
NOTICES TO SWBT (MISSOURI)**

- 15.06(a) Notification of performing corrective work on emergency repair.  
(advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair.  
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Agreement No. \_\_\_\_\_

**APPENDIX VIII**  
**IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

There are three Utility Liaison Supervisors for Missouri. They are as follows:

Notices to the Utility Liaison Supervisor for the 660 & 816 area code should be addressed as follows:

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 648

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314, 573, and 660 area codes should be addressed as follows:

Name: Daniel Goodwin

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141

Notices to the Utility Liaison Supervisor for the 417 area code should be addressed as follows:

Name: Daryl Yerton

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 1111 W. Capitol, Room 525

City/State/Zip: Little Rock, Arkansas 72201

Line	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Interim Rates Subject to True-up
1	UNE					
2	Disconnect Loop from inside wiring, per NID	NRBND	n/a	\$60.40	\$30.20	
3	Unbundled Loops					
4	2W Analog Zone 1 (Rate Gp D) - Urban	U21/RB9	\$ 12.71	\$ 26.07	\$ 11.09	
5	2W Analog Zone 2 (Rate Gp B)	U21/RB9	\$ 20.71	\$ 26.07	\$ 11.09	
6	2W Analog Zone 3 (Rate Gp A) - Rural	U21/RB9	\$ 33.29	\$ 26.07	\$ 11.09	
7	2W Analog Zone 4 (Rate Gp C) - Springfield	U21 / RB9	\$ 18.23	\$ 26.07	\$ 11.09	
8	Conditioning for dB Loss	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
9	4W Analog Zone 1	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
10	4W Analog Zone 2	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
11	4W Analog Zone 3	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
12	4W Analog Zone 4	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
13	2W Digital Zone 1	U2Q/RB8	\$ 25.79	\$ 57.77	\$ 30.22	
14	2W Digital Zone 2	U2Q/RB8	\$ 42.10	\$ 57.77	\$ 30.22	
15	2W Digital Zone 3	U2Q/RB8	\$ 58.44	\$ 57.77	\$ 30.22	
16	2W Digital Zone 4	U2Q / RB8	\$ 41.44	\$ 57.77	\$ 30.22	
17	4W Digital Zone 1	U4D1X/RB6	\$ 101.18	\$ 136.63	\$ 53.94	
18	4W Digital Zone 2	U4D1X/RB6	\$ 106.06	\$ 136.63	\$ 53.94	
19	4W Digital Zone 3	U4D1X/RB6	\$ 107.89	\$ 136.63	\$ 53.94	
20	4W Digital Zone 4	U4D1X / RB6	\$ 101.39	\$ 136.63	\$ 53.94	
21	DSL Loops					

Line	Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Interim Rates Subject to True- up
22	PSD #1 Capable Loop - 2 Wire Very Low-Band Symmetric Technology:					
23	2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology Uses Standard 2-Wire Digital Loop Zone 1	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
24	2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology Uses Standard 2-Wire Digital Loop Zone 2	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
25	2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology Uses Standard 2-Wire Digital Loop Zone 3	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
26	2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology Uses Standard 2-Wire Digital Loop Zone 4	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
27	2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL") Zone 1	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
28	2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL") Zone 2	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
29	2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL") Zone 3	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
30	2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL") Zone 4	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
31	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology Zone 1	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
32	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology Zone 2	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
33	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology Zone 3	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
34	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology Zone 4	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
35	PSD #3 Capable Loop - Mid-band Symmetric Technology:					
36	2-Wire Mid-band Symmetric Technology Zone 1	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
37	2-Wire Mid-band Symmetric Technology Zone 2	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
38	2-Wire Mid-band Symmetric Technology Zone 3	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
39	2-Wire Mid-band Symmetric Technology Zone 4	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
40	4-Wire Mid-band Symmetric Technology Zone 1	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
41	4-Wire Mid-band Symmetric Technology Zone 2	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
42	4-Wire Mid-band Symmetric Technology Zone 3	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	