

- 1.16 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.
- 2.0 **Responsibilities of the Parties**
- 2.1 SWBT will record all IXC transported messages as specified by ALLTEL on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.
- 2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.
- 2.3 SWBT will provide AURs that are generated by SWBT.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by ALLTEL from Appendix III-B.
- 2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to ALLTEL.
- 2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7 SWBT will provide AUR detail to ALLTEL either on magnetic tapes or in data files, depending on the option contracted for by ALLTEL. Only one method may be selected by ALLTEL.
- 2.7.1 Magnetic Tapes
- 2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

- 2.7.1.2 ALLTEL will specify one of the following options for provision of tapes:
 - 2.7.1.2.1 SWBT will send the tapes to ALLTEL via first class U.S. Mail Services or an equivalent service of SWBT's choice, or
 - 2.7.1.2.2 ALLTEL will pick up the magnetic tapes at a location designated by SWBT.
 - 2.7.1.2.3 If, at the request of ALLTEL, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of ALLTEL.
- 2.7.2 Data Files
 - 2.7.2.1 The AUR detail will be transmitted to ALLTEL in data files via data lines using software and hardware acceptable to the Parties.
- 2.8 In Appendix III, ALLTEL will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (i.e. holidays and weekends)).
- 2.9 SWBT and ALLTEL will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to ALLTEL.
- 2.10 Recorded AUR detail previously provided ALLTEL and lost or destroyed through no fault of SWBT will not be recovered and made available to ALLTEL except on an individual case basis at a cost determined by ALLTEL.
- 2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to ALLTEL for its use in billing access to the IXC.
- 2.12 ALLTEL and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as ALLTEL's CMDS Host. Should ALLTEL and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for ALLTEL, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming ALLTEL's CMDS Host.

3.0 Basis of Compensation

3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for ALLTEL will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.

3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to ALLTEL, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 Loss of Usage

4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to ALLTEL, SWBT will make reasonable efforts to locate and/or recover the data and provide it to ALLTEL at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to ALLTEL. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to ALLTEL.

4.2 If, despite timely notification by ALLTEL, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to ALLTEL will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.3 SWBT will not be liable for any costs incurred by ALLTEL when ALLTEL is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.

4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify ALLTEL of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to ALLTEL at no additional charge. If AUR detail is lost and

unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to ALLTEL will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 Indemnification

5.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement Section 7.4.1.

6.0 Warranties

6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from ALLTEL end office telephone network and forwards both billable message detail records and AUR records to ALLTEL.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from ALLTEL end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to ALLTEL.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from ALLTEL end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** ALLTEL Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for ALLTEL. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.
- Option #5:** ALLTEL Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for ALLTEL. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.

- Option #6:** ALLTEL Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. ALLTEL chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to ALLTEL.
- Option #7:** The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to ALLTEL. This situation occurs when ALLTEL has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** SWBT performs SSP function for ALLTEL end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to ALLTEL.
- Option #9:** SWBT performs SSP function for ALLTEL end office. ALLTEL performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to ALLTEL. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to ALLTEL.
- Option #10:** SWBT performs SCP function for ALLTEL. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to ALLTEL.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.
- Option #12:** SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

- Option #13:** SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.
- Option #14:** SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.
- Option #15:** SWBT provides tandem function for ALLTEL. ALLTEL requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to ALLTEL.

MESSAGE PROVISIONING;

- Option #16:** SWBT will forward all IXC transported message detail records or access usage records to ALLTEL generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or ALLTEL. ALLTEL forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if ALLTEL has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to ALLTEL, or if ALLTEL has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to ALLTEL.

APPENDIX II

**SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION**

The service options and method of provision selected by ALLTEL under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I.

SELECTED SERVICE OPTIONS AND METHOD OF PROVISION

[illegible]

Southwestern Bell Telephone Co .

APPENDIX III-A

BASIS OF COMPENSATION

a. BCR per local message:	\$0.08
b. Recording	\$0.01
Assembly and Editing	\$0.005
Rating per message	\$0.005
Message Processing	\$0.005
Provision of Message Detail	\$0.003
c. Incollect Message Credit	\$0.05
Incollect Message Transmission	\$0.003

ATTACHMENT RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____

AUR INVOICE INTERVAL:

Check One

☐

Daily (Full Status RAO Companies will receive billable messages daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

ATTACHMENT 25: APPENDIX HOST

ATTACHMENT 25 HOST

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for CLEC for: (1) the provision of billable message data and/or access usage data received from such CLEC for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS); or (2) billable message data and/or access usage data received from other Local Exchange Carriers (LECs) or CLECs or from CMDS to be distributed to such CLEC. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an CLEC that is a Full Status Revenue Accounting Office (RAO) company.

I. DEFINITIONS

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a LEC to bill access to an Interexchange Carrier (IXC).
- B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - nationwide system used to produce information reports that are used in the settlement of LEC or CLEC revenues recorded by one BCC (or LEC or CLEC within the territory of that BCC) and billed to a customer of another BCC (or LEC or CLEC within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.
- C. Billable Message Record - a message record containing details of a completed call which has been carried by a LEC over its facilities or by CLEC over its facilities and such record is to be used to bill an end user.
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.
- E. Exchange Message Record (EMR) - industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.
- F. Full Status Revenue Accounting Office (RAO) - an CLEC or LEC that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.

- G. In-Region Hosting - includes the transport, using Hosting Company network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate in a region and are delivered by the CLEC to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located within the five state territory of SWBT.
- H. Out-of-Region Hosting - includes the transport, using the national CMDS network, of (1) billable message record data for LEC or CLEC transported messages and/or access usage record data that originate out of region and are delivered by the CLEC to SWBT and are to be sent to another LEC or CLEC for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or CLEC to be delivered to the CLEC for billing to its end user located outside SWBT's five state territory.
- I. Non-Full Status Revenue Accounting Office (RAO) - An CLEC or LEC that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

II. RESPONSIBILITIES OF THE PARTIES

- A. All data forwarded from CLEC must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Appendix are those that arise from LEC or CLEC transported billable messages and/or access usage records to be used by a LEC or CLEC for the purpose of billing access to an IXC.
- B. When CLEC delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the CLEC, perform edits to make message detail and access usage records consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If CLEC is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the

appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an CLEC location, SWBT will use its in region data network to receive this data from other LECs or CLECs or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing CLEC location.

III. BASIS OF COMPENSATION

- A. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from CLEC and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge

Full Status RAO Company

Hosting Company Network \$.002

National CMDS Network \$.005

Non-Full Status RAO Company

Hosting Company Network \$.007

National CMDS Network \$.010

- B. As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.
- C. CLEC agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the CLEC, at the rate listed below:

Per Record Charge

\$.003

IV. LIABILITY

- A. Any failure to populate accurate information in accordance with Section II.A. above, will be the responsibility of the CLEC.
- B. SWBT will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.

- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- E. The CLEC agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend SWBT against all end user claims just as if CLEC had provided such service to its end users with its own employees.
- F. The CLEC also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

VI. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 26: APPENDIX BCR

ATTACHMENT 26 BCR**BILLING, COLLECTING AND REMITTING**

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or ALLTEL but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.

H. Revenues - the sum of all or part of the charges as defined above.

II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- A. LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 1. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 2. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 4. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- B. LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
 - 1. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 2. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. RESPONSIBILITIES OF THE PARTIES

- A. ALLTEL agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which charges are earned by any LEC (including SWBT), but which are to be billed to end users of ALLTEL.
- B. In those cases in which the charges for the services listed in Section II above are due any LEC other than SWBT, SWBT will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- C. Charges for the services listed in Section II above to be billed, collected and by ALLTEL for SWBT's benefit, shall be remitted by ALLTEL to SWBT within thirty (30) days of the date of SWBT's bill to ALLTEL for such services.
- D. SWBT agrees to bill and collect (or to have another LEC bill and collect, where the appropriate), and to remit to ALLTEL, the charges for the services described in Section II above, which charges are earned by ALLTEL, but which are to be billed by another LEC (including SWBT) to the end users of that LEC.
- E. Charges for the services listed in Section II above to be billed, collected and remitted by SWBT or another LEC for ALLTEL's benefit, shall be remitted by SWBT to ALLTEL within thirty (30) days of the date of ALLTEL's bill to SWBT for such services.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV below, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described remitted in Section II above. Notwithstanding this paragraph, SWBT may net amounts due to ALLTEL under this Appendix against amounts owed to SWBT when SWBT renders a bill to ALLTEL hereunder.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

A Party performing the services described in Section II.A. above will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II.A. above and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II.A. above. A Party performing the services described in Section II.B. above will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section II.B. above and subsequently remitted pursuant to this Appendix by such other Party to the

Party performing the services described in Section II.B. above. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within thirty (30) days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section III.

V. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALLTEL WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 27

APPENDIX DSL

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**ATTACHMENT 27 DSL
(Digital Subscriber Line ("DSL")-Capable Loops)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to unbundled DSL – Capable Loops and thereby supplements, and is subject to, Attachment 6: Unbundled Network Elements of this Agreement. Prices are set forth in Appendix Pricing – UNE.
- 1.2 The term digital subscriber line (DSL) describes various technologies and services. SWBT's unbundled DSL loop offerings are set forth below for BCI to use in conjunction with its desired DSL technologies and equipment to provision DSL services to its end-user customers. The parties will comply with all applicable laws and regulations including the FCC's rules on spectrum compatibility and management.
- 1.3 SWBT shall, in all respects, provide the DSL – Capable Loops and related services herein at parity with the DSL – Capable Loops and related services SWBT provides itself and its affiliates.

2. UNBUNDLED DSL-CAPABLE LOOP OFFERINGS

2.1 DSL-Capable Loops used with DSL Technology which complies with Existing Industry Standards:

All loops listed in this category support technologies which conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R6). Each DSL – Capable Loop referenced below includes all parameters of its representative Spectrum Management Class, as found in the applicable industry standard.

2.1.1 Spectrum Management Class 1 Capable Loop (SMC1 Capable Loop):

The SMC1 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 115 kHz, including most, but not all, ANSI T1.601 (ISDN) compliant systems, and including certain implementations of IDSL (ANSI T1.601) and SDSL technology.

2.1.1.1 2-Wire Digital "ISDN Digital Subscriber Line" (IDSL) technology: Separate charges relating to Loop Qualification and optional conditioning will not apply to these loops since they are ordered and designed under the current 2-Wire Digital Loop offering (which complies with ANSI standard T1.601), as found in Appendix UNE of this Agreement.

2.1.1.2 Loop Qualification and optional conditioning as described below are applicable to any SMC1 Capable Loop for which a copper-only facility is ordered.

2.1.2 Spectrum Management Class 2 Capable Loop (SMC2 Capable Loop):

The SMC2 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 238 kHz, including certain implementations of SDSL technology. Loop Qualification and optional conditioning as described below are applicable to the SMC2 Capable Loop.

2.1.3 Spectrum Management Class 3 Capable Loop (SMC3 Capable Loop):

The SMC3 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 370 kHz, including certain implementations of HDSL (ITU G.991.X, ANSI TR28) and SDSL technology.

2.1.3.1 2-Wire SMC3 Capable Loop: Loop Qualification and optional conditioning as described below are applicable to the 2-Wire SMC3 Capable Loop.

2.1.3.2 4-Wire SMC3 Capable Loop: Loop Qualification and optional conditioning as described below are applicable to the 4-Wire SMC3 Capable Loop.

2.1.4 Spectrum Management Class 4 Capable Loop (SMC4 Capable Loop):

The SMC4 Capable Loop supports standard compliant HDSL2 (TIE1.4/99 - 006R5) equipment and other DSL transmission systems that have TU-C equipment that operates in the frequency spectrum from 0 to about 440 kHz and TU-R equipment that operates in the frequency spectrum from 0 to about 300 kHz. Loop Qualification and optional conditioning as described below are applicable to the SMC4 Capable Loop.

2.1.5 Spectrum Management Class 5 Capable Loop (SMC5 Capable Loop):

The SMC5 Capable Loop supports DSL transmission systems that have the TU-C equipment that operates in the frequency spectrum from about 138 kHz to about 1104 kHz and TU-R equipment that operates in the

frequency spectrum from about 25 kHz to 138 kHz, including certain implementations of industry standard ADSL technology (ITU G.992.X, ANSI T1.413). Loop Qualification and optional conditioning as described below are applicable to the SMC5 Capable Loop.

2.1.6 Intentionally Left Blank

2.1.7 Spectrum Management Class 7 Capable Loop (SMC7 Capable Loop):

The SMC7 Capable Loop supports DSL transmission systems that operate in the frequency spectrum from 0 to about 776 kHz, including certain implementations of SDSL technology. Loop Qualification and optional conditioning as described below are applicable to the SMC7 Capable Loop.

2.2 Other Industry Standard DSL-capable loops: If an industry standards body adopts other national standard technologies (SMCs) for which SWBT does not have an existing supporting loop as defined above, SWBT will provide a loop capable of supporting the other technology for BCI as follows:

2.2.1 If the other technology requires the use of a 2-wire or 4-wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide BCI a loop capable of supporting the other technology at the same rates established for the appropriate 2-wire and 4-wire loops and associated loop conditioning as needed. SWBT will supply BCI with the appropriate ordering procedures within fifteen (15) business days of BCI's request for a loop capable of supporting the other technology.

2.2.2 If the other technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), then SWBT will supply BCI with the appropriate ordering procedures within 90 calendar days of BCI's request for a loop capable of supporting the technology.

2.3 Non-Standard DSL - Capable Loops:

2.3.1 Approved or successfully deployed non-standard DSL technologies:

In addition to DSL capable loops referenced above, non-standard DSL technologies which have been approved by the FCC or any state commission or which have been successfully deployed by any carrier without significantly degrading the performance of other services are presumed acceptable for deployment. SWBT will provide a loop capable of supporting a non-standard technology approved by a commission or successfully deployed for BCI as follows:

2.3.1.1 If the technology requires the use of a 2-Wire or 4-Wire loop materially the same as described above, with materially the same loop conditioning, then SWBT will provide BCI a loop capable of supporting the technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. SWBT will supply BCI with the appropriate ordering procedures within fifteen (15) business days of BCI's request for a loop capable of supporting the technology.

2.3.1.2 If the technology requires a loop type that materially differs from the existing 2-Wire and/or 4-Wire DSL Capable Loops defined above (e.g. different loop design, different conditioning, significantly different spectrum impact, etc.), the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the technology and for loop qualification and conditioning if needed. If negotiations fail, dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement or any such process established by regulation.

2.3.2 Other non-standard DSL technologies: BCI may deploy technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if BCI

can demonstrate to the state commission that the particular technology will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on BCI to make the appropriate showing.

2.3.2.1 SWBT will monitor progress of ANSI Spectrum Management Standards and, once approved, will determine if a technology is both spectrally compatible and meets the requirements for spectrum management. Technologies that meet both conditions will be deemed deployable in SWBT's network. SWBT will make a good faith effort to maximize and provide reasonable opportunities for BCI to deploy and test spectrally compatible technologies in an effort to bring those technologies into compliance with the requirements for spectrum management.

2.3.2.2 Until such time as national standards exist, SWBT will, upon BCI's request, evaluate BCI's laboratory assessment of the other DSL technologies proposed for use by BCI to determine whether such technologies, power and speed requirements, equipment specifications and technical parameters are compatible with an existing loop. If SWBT agrees that the other DSL technology may be deployed without causing harm to the PSTN, the results from BCI's laboratory assessment will be used by SWBT to expand the definition of an existing loop to include the conforming technology and any associated criteria. In the event SWBT determines that such technology does not conform to the parameters for an existing loop, but may be deployed without causing harm to the PSTN, the results from the certification test will be used by SWBT to create an appropriate UNE loop upon request by BCI for such a loop via the BFR/Special Request provisions of this Agreement. If SWBT does not agree, then upon BCI's request and expense, SWBT and BCI will agree upon a third party laboratory for evaluation ("certification test"), and will abide by the decision of the third party laboratory.

2.3.3 Each party agrees that should it cause any non-standard DSL technologies described in sections 2.3.1 and 2.3.2 above to be deployed or used in connection with or on SWBT facilities, that Party (the Indemnifying Party) will assume full and sole responsibility for any damage, service interruption or other telecommunications service degradation affects and will indemnify the other Party (the Indemnified Party) for any damages to the Indemnified Party's facilities, as well as any other claims for damages,

including but not limited to direct, indirect or consequential damages made upon the Indemnified Party by any provider of telecommunications services or telecommunications user (other than any claim for damages or losses alleged by an end-user of the Indemnified Party for which the Indemnified Party shall have sole responsibility and liability), when such damages arise out of, or results from, the use of such non-standard DSL technologies by the Indemnifying Party. Further, the Indemnifying Party agrees that it will undertake to defend the Indemnified Party against and assume payment for all costs or judgments arising out of any such claims made against the Indemnified Party.

2.3.4 For such non-standard DSL technologies deployed under sections 2.3.1 and 2.3.2 above, once national ANSI standards are adopted, the parties shall begin the process of bringing future deployments of such DSL technologies into compliance with such new standards within thirty (30) calendar days and shall complete the transition within one hundred eighty (180) calendar days.

2.3.5 Until such time as the FCC defines the term "significantly degrade" more precisely, "significantly degrade" is defined as an action that noticeably impairs a service from a user's perspective. The state commission shall determine when a technology significantly degrades the performance of other services pursuant to FCC Order 99-48, Paragraph 66.

2.4 OSS

SWBT will provide BCI with nondiscriminatory access to the operations support systems ("OSS") functions for DSL-Capable Loops pursuant to applicable rates, terms and conditions for such OSS in this Agreement, including any uniform change management process agreed upon with CLECs and/or established by arbitration. As part of its duty to provide access to the pre-ordering function, SWBT shall provide BCI with nondiscriminatory access to the same detailed information about the loop that is available to SWBT.

3. PRE-QUALIFICATION OF LOOPS

3.1 SWBT will make available the capability for BCI to pre-qualify loops on a mechanized basis through enhancements to Verigate/Data Gate OSS interfaces. The applicable rates, terms and conditions for such OSS interfaces are set forth in this Agreement. SMC1 Capable Loops which are ordered as 2-wire digital loops will not require or benefit from this process as they are qualified for use on any

facility designed to support ISDN. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. Loop makeup and spectrum inventory data are not available through this process. This is an optional service available at no cost to BCI.

- 3.2 In the event BCI desires a manual pre-qualification arrangement, SWBT will negotiate a rate, along with terms and conditions for handling such inquiries on a manual basis.

4. LOOP QUALIFICATION

- 4.1 SWBT will use a loop qualification process (Loop Qualification) in connection with provisioning DSL Capable Loops requiring spectrum management and "copper only" facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length, gauge and existence of load coils, repeaters, bridged taps and DLCs. Spectrum management analysis is also performed, and spectrum inventory data (i.e. disturber occurrence in same and adjacent binder groups by quantity and type) is also provided. Loop Qualification will provide access to all information required by FCC rules. SWBT will provide loop qualification data and conditioning recommendations for the requested technology. BCI shall pay the rate set forth below for each Loop Qualification request, whether or not any loop is identified which will support the desired technology. When multiple loops are requested at the same end-user address, SWBT will perform Loop Qualification on each loop until it is determined that no suitable loops remain. BCI shall pay the applicable rate for each Loop Qualification performed by SWBT for all loops that qualify and the first loop which does not. If SWBT determines that the first loop is 17,500 feet or greater, BCI will be so notified, and charged the applicable rate for one Loop Qualification. If BCI subsequently requests Loop Qualification on the remaining loops, the Loop Qualification charge will apply to each loop requested.
- 4.2 Until a mechanized process is in place for Loop Qualification, requests for Loop Qualification shall be submitted to SWBT on a manual basis. A standard Loop Qualification interval of three (3) to five (5) business days is available for requests in markets where the Loop Qualification process is in place. In other markets, a

maximum standard Loop Qualification interval of 15 business days is available until Loop Qualification methods, procedures, and training are established for the subject central office. In an effort to establish the Loop Qualification process by central office in the priority order desired by BCI, BCI will provide SWBT with a prioritized list of central office locations where BCI has or has access to appropriate associated equipment or has ordered access to DSL Capable Loops. For central offices which have not been inventoried on behalf of SWBT or an affiliate, or another CLEC, within 60 days of receipt of the list of central offices, SWBT will establish Loop Qualification methods, procedures, and training, for BCI's 10 highest central office priorities per Major Metropolitan Area and will meet with BCI to establish a schedule for the remaining identified locations, if any. The Loop Qualification interval shall always be no longer than the interval for SWBT retail operations or service to a SWBT affiliate. If conditioning is requested, BCI must send in the request for the DSL loop within 5 business days of receipt of the Loop Qualification. If no conditioning is requested, BCI must send in the request for the DSL loop within 12 business days of receipt of the Loop Qualification. Should a SWBT retail or a third party carrier submit a bona fide order for the loop or the last available spectrum on the cable involved in BCI's Loop Qualification request, SWBT would provide the loop and/or spectrum to the requesting carrier. If BCI subsequently places an order for the loop, but for which the loop and/or last available spectrum in the cable has been provided to another requesting carrier, SWBT would inform BCI on the FOC that the loop order is denied due to facilities and/or spectrum exhaust. Should BCI's loop order be denied on the FOC due to facility or spectrum exhaust, SWBT will provide BCI access to a similarly qualified loop at parity with a similarly situated SWBT affiliate or retail customers.

- 4.3 If the results of the Loop Qualification indicate that the loop is less than 12,000 feet (based on theoretical loop length) and will support service levels as described above without additional conditioning. BCI will be notified, provided loop makeup data, and the charges for the specific DSL - Capable Loop will apply if such loop is ordered by BCI. Should the loop meet such design requirements, but not function as desired by BCI, BCI may request, and must pay for, any requested conditioning at the rates set forth below. Loops less than 12,000 feet (based on theoretical loop length), but which do not meet SWBT Retail or Affiliate's minimum DSL requirements, will be conditioned at no charge to BCI.
- 4.4 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will otherwise support service levels as described above, BCI may order and SWBT will provide the associated loop makeup data. The charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.

- 4.5 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will not support service levels as described above, but will do so with optional loop conditioning, BCI will be notified and furnished the associated loop makeup data before commencement of any conditioning work. If BCI authorizes the conditioning, BCI will be billed for such work at the applicable rates for DSL Conditioning Options. BCI may order, and SWBT will provide, the loop without some or all of the SWBT-recommended conditioning. The charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.
- 4.6 If the results of the Loop Qualification indicate that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and will not support service levels as described above, and will not do so even with optional loop conditioning, BCI will be notified and furnished the associated loop makeup data. If BCI subsequently requests the loop with or without such conditioning, the charges for any conditioning work requested shall apply. BCI may order, and SWBT will provide, the loop without some or all of the requisite conditioning. The charges for the particular DSL – Capable Loop will apply if such loop is ordered by BCI.
- 4.7 If the results of the Loop Qualification indicate that the loop length exceeds 17,500 feet, BCI will be so notified and provided the associated loop make-up data. If BCI subsequently orders the loop with or without optional conditioning, BCI will be billed for such work at the applicable rates for DSL Conditioning Options. The appropriate charges for the particular DSL Capable Loop will apply if such loop is ordered by BCI.
- 4.8 BCI and SWBT will work cooperatively to develop, including the funding of such development, mechanized and integrated Operations Support Systems that will be in accordance with industry standards and permit (1) real-time BCI access through an electronic gateway to a database that contains the loop information referenced above, and (2) mechanized, flow-through ordering, loop design, and provisioning for any DSL loop type listed above in parity with the systems developed on behalf of SWBT's retail and affiliate activities.
- 4.9 If SWBT provides inaccurate information through Loop Qualification resulting in installation delays, SWBT will refund or credit the related Loop Qualification fee(s).

5. SERVICE PERFORMANCE

- 5.1 If the results of the Loop Qualification indicate: (i) that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and does not meet the technical parameters for the particular DSL Capable Loop, but will do so with optional conditioning and BCI elects to order such loop without all the recommended conditioning; or (ii) that the loop is between 12,000 feet (based on theoretical loop length) and 17,500 feet and does not meet the technical parameters for the particular Capable Loop and will not do so even with optional conditioning and BCI elects to order such loop with some or all of the conditioning; or (iii) that the loop exceeds 17,500 feet and BCI elects to order the loop with or without any of optional conditioning; then SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held responsible for any service-related issues on such loop; BCI will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by BCI and/or BCI's end-users for any damages arising from SWBT's provision of such loop, except to the extent such claims relate to a failure on SWBT's part to meet its obligations regarding the provision of such loop.
- 5.1.1 For categories (i), (ii) and (iii) immediately above, with the exception of loops exceeding 17,500 feet that do not contain bridged taps, load coils and/or repeaters SWBT will be responsible to maintain UNE performance standards for "mean-time to repair" and will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. However, SWBT will not be responsible for performance measurement penalties.
- 5.1.2 In so far as technically feasible, SWBT shall test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice transmission only.
- 5.2 Unconditioned or partly conditioned loops in excess of 12,000 feet for which SWBT has recommended conditioning, will not be included in any service performance measurements. No DSL Capable Loops in excess of 17,500 feet will be included in any performance measurements.
- 5.3 BCI shall have the option of using shielded or non-shielded cross connects and tie cables on a SMC5 Capable Loop. If BCI specifies non-shielded cross connects and tie cables be used on a SMC5 Capable Loop request, SWBT will not apply maintenance performance measures to the loop, nor will SWBT be held

responsible for any service-related issues on such loop unless the parties agree that the problem was not caused by BCI's election to use non-shielded cross-connects and/or tie cable; provided, however, SWBT will maintain electrical continuity and line balance on the loop at parity with SWBT's tariffed POTS services. BCI will not hold SWBT responsible and will indemnify and hold SWBT harmless from any claims by BCI and/or BCI's end-users for any damages arising from SWBT's provision of such loop, except to the extent such claims relate to a failure on SWBT's part to meet its obligations regarding the provision of such loop.

- 5.4 Any performance measures developed in connection with SWBT's entry into the interLATA interexchange telecommunications market in Missouri that pertain to Advanced Services shall be incorporated herein by this reference and apply pursuant to Attachment 17 of this Agreement. Texas Measurement 57 – loop make up – shall apply to all DSL loops as specified in Attachment 17 of this Agreement and shall be subject to liquidated damages as provided therein.

6. MAINTENANCE

- 6.1 Maintenance on loops up to 12,000 feet and on conditioned loops between 12,000 feet and 17,500 feet will be provided pursuant to Attachment 8.
- 6.2 Maintenance, other than assuring electrical continuity and line balance, on unconditioned or partially conditioned loops in excess of 12,000 feet will only be provided on a time and material basis as set out elsewhere in this Agreement. On such loops where BCI has requested recommended conditioning not be performed, SWBT's maintenance will be limited to maintaining electrical continuity and line balance at parity with POTS. For such loops having had partial or extensive conditioning performed at BCI's request, SWBT will assure electrical continuity and line balance at parity with POTS, the completion of all requested conditioning, and will repair at no charge to BCI any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. Additionally, SWBT will maintain the physical condition of all DSL Capable Loops to ensure the service levels outlined in the initial Loop Qualification request are supported as defined above.

7. PROVISIONING AND INSTALLATION

- 7.1 The provisioning and installation interval for Industry standard DSL – Capable Loops described in Section 2.1 or DSL – Capable Loops that are materially the same, as described in Section 2.2.1 or 2.3.1.1 (including when Section 2.3.1.1 applies under Section 2.3.2.2), where no conditioning is requested, will be five (5) to seven (7) business days after the Loop Qualification process is complete, or the

provisioning and installation interval provided to SWBT's affiliates or applicable to SWBT's most comparable tariffed DSL-based services, whichever is less. The provisioning and installation intervals for such DSL Capable Loops where conditioning is requested will be fifteen (15) business days for loops up to 17,500 feet, or the provisioning and installation interval provided to SWBT's affiliates or applicable to SWBT's most comparable tariffed DSL-based services, whichever is less. For such DSL Capable Loops in excess of 17,500 feet where conditioning is requested, the provisioning and installation interval shall be agreed upon by the Parties for each instance of special construction. Provisioning and installation intervals for other loops will be developed as needed on a non-discriminatory basis. Notwithstanding the foregoing, SMC1 Capable Loops using the ISDN standard will be ordered and provisioned under the terms of the 2-Wire Digital Loop as described in Appendix UNE of this Agreement.

- 7.2 Subsequent to the initial order for a DSL Capable Loop, additional conditioning may be requested on such loop at the applicable rates and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a DSL Capable Loop, no additional service order charges shall be assessed, but the due date may be adjusted as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.3 BCI's requests for expedited provisioning of DSL loops will be worked during normal business hours, provided that resources are available. Requests for expedited provisioning during non-business hours will be managed as a coordinated cut project with due dates negotiated by the parties as described in this Agreement and subject to the rates outlined in Appendix Pricing UNE.

8. SPECTRUM MANAGEMENT

- 8.1 In order to protect the integrity of the network, BCI agrees to use the DSL Capable Loops in a manner consistent with all applicable industry standards. BCI's transmission rate over these DSL Capable Loops shall not be limited, except as may be required to conform to the power and spectrum parameters set forth in the applicable industry standards.
- 8.2 Uniform industry spectrum management procedures, defined to include binder/cable administration as well as deployment practices (e.g. the rules for testing and implementing DSL-based and other advanced services), are essential to the success of advanced services deployment (FCC Order 99-48, Paragraphs 70-77, (rel. March 31, 1999) CC Docket No. 98-147). SWBT shall provide BCI with nondiscriminatory access to SWBT's spectrum management procedures and

policies through the publication of Technical Publications and periodic forums. Such Technical Publications shall be revised as needed to comply with applicable standards. Any dispute regarding such Technical Publications shall be resolved pursuant to the dispute resolution process provided for in this Agreement or any such process established by regulation.

- 8.3 DSL Capable Loops will not require the use of a specific binder group or selective feeder separation. However, if appropriate spectrum cannot be found in any available facility (i.e., the loop is incapable of supporting DSL-based services due to interference measured in accordance with the standards set forth in ANSI T1E1 99/002(R6), SWBT will not provision the loop. In such case, SWBT will disclose to BCI during Loop Qualification the specific reason for rejecting BCI's loop request including the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. SWBT shall not rely upon any reservation of loops for a specific type of advanced services as grounds to deny a request. SWBT shall bear the burden of demonstrating to the state commission that a requested advanced service will significantly degrade the performance of existing services, to permit denial of the request. Should a national standard for spectrum management be developed that differs from SWBT's Technical Publications, SWBT shall modify its Technical Publications, and the Parties will manage interference consistent with such national standard. Any disputes shall be resolved pursuant to the dispute resolution process of this Agreement or any such process established by regulation.
- 8.4 BCI's use of any SWBT network element, 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, supported by specific and verified information, and after proof to the state commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services if disputed, BCI shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- SWBT's use of its own equipment or facilities will not materially interfere with or impair service over any SWBT network element used by or other facilities of BCI, 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, supported by specific and verified information, and after proof to the state

commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services if disputed, SWBT shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

9. RATES FOR DSL CAPABLE LOOPS AND ASSOCIATED CHARGES

See UNE Appendix Pricing Schedule of Prices

10. RESERVATION OF RIGHTS

- 10.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event of any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Petition of Broadspan Communications, Inc. for Arbitration of Unresolved Interconnection Issues Regarding ADSL with Southwestern Bell Telephone Company before the Missouri Public Service Commission, Case No. TO 99-370, the Federal Communications Commission (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement or any such process established by regulation.
- 10.2 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, or any such process established by regulation.

11.0**Applicability of Other Rates, Terms and Conditions****11.1**

Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT 28:
APPENDIX FCC MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only SBC-13STATE is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
 - 1.1.1 As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin
 - 1.1.2 As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 SBC-13STATE will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date SBC-13STATE obligations cease under the FCC Merger Conditions

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, SBC-13STATE will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.

3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by SBC-13STATE, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the SBC-13STATE Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE also hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC-13STATE's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 SBC-13STATE will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by SBC-13STATE, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. **PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES**

- 7.1 SBC-13STATE will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so

to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 SBC-13STATE will provide CLEC promotional resale discounts on telecommunications services that SBC-13STATE provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

- 9.1 SBC-13STATE will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999.

When SBC-13STATE provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate SBC-13STATE for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, SBC-13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, SBC-13STATE's provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, SBC-13STATE's provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, SBC-AMERITECH shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 SBC-AMERITECH will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on SBC-AMERITECH's TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions SBC-13STATE will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to SBC-13STATE the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated SBC-13STATE technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where SBC-13STATE identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, SBC-13STATE will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC-13STATE, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC

or provisioned by SBC-13STATE after the date of such termination or order or finding. Thereafter, SBC-13STATE 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting SBC-AMERITECH's switches which can be shared by more than one LEC, including SBC-AMERITECH. These facilities include those between SBC-AMERITECH's End Office Switches, between SBC-AMERITECH's End Office Switch and SBC-AMERITECH's Tandem Office Switch, and between SBC-AMERITECH's Tandem Office Switches.

14.1.2 SBC-AMERITECH will not require use of dedicated transport or customized routing to complete calls using ULS-IST. SBC-AMERITECH will make available a modified version of transiting that does not require a dedicated end office integration ("EOF") transit trunk.

14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through SBC-AMERITECH's network to non-SBC-AMERITECH switches, SBC-AMERITECH provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to SBC-AMERITECH's ULS-IST to use shared facilities and not dedicated transport between SBC-AMERITECH's Central Offices and other carrier's switches providing local, wireless, or interexchange services.

14.1.4 Therefore, all Requesting Carrier's traffic between SBC-AMERITECH switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-SBC-AMERITECH switches will utilize the transit function of Interim Shared Transport.

- 14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. SBC-AMERITECH reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, SBC-AMERITECH will utilize its existing routing tables contained in SBC-AMERITECH switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an SBC-AMERITECH End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including SBC-AMERITECH's telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 SBC-AMERITECH will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 SBC-AMERITECH will also charge a Requesting Carrier using SBC-AMERITECH's ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating SBC-AMERITECH end office or transiting and applicable termination charges for traffic to a non-SBC-AMERITECH end office. SBC-AMERITECH will not charge a Telecommunications Carrier using SBC-AMERITECH's local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. SBC-AMERITECH will not create message records for terminating usage under the FCC Conditions.
- 14.2.2.1 All local and intraLATA traffic is billed from the originating record.

14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an SBC-AMERITECH end office.

14.2.3.4.2 Tandem routed traffic terminating to an SBC-AMERITECH end office.

14.2.3.4.3 Direct routed traffic terminating to a non-SBC-AMERITECH end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-SBC-AMERITECH end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using SBC-AMERITECH's ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), SBC-AMERITECH will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, SBC-AMERITECH will then make payment to (or receive payment from)

the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use (“MOU”) was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by SBC-AMERITECH’s average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of SBC-AMERITECH’s network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier’s ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission’s final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

14.5.2 **SBC-AMERITECH** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.

14.6 **BLOCKING**

14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. **PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE–OHIO AND ILLINOIS ONLY**

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

- 1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- 1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- 1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- 1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- 1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- 1.6 Calls from WATS, hotel/motel, SBC-AMERITECH Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- 1.8 Call Blocking will be provided only where CO facilities permit.
- 1.9 Call Blocking may not be limited to specific programs.
- 1.10 Call Blocking does not block calls to other telephone companies' numbers.
- 1.11 Call Blocking does not block long distance charges.
- 1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- 1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

- 1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- 1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- 1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the SBC-AMERITECH entity code (R or NBT).
- 1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Urban	U21	*	\$11.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$15.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Rural	U21	*	\$13.25	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 4	U21	*	\$9.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Urban	U2F	*	\$4.77	\$9.78	\$4.16
Zone 2 - Suburban	U2F	*	\$7.77	\$9.78	\$4.16
Zone 3 - Rural	U2F	*	\$12.48	\$9.78	\$4.16
Zone 4	U2F	*	\$6.84	\$9.78	\$4.16

Missouri
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual	NRBAY	*	NA	\$0.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	\$5.00	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Missouri
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Zone 1 - Urban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology				
Zone 1 - Urban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 3 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Urban	U2F	*	\$4.77	\$9.78	\$4.16
Zone 2 - Suburban	U2F	*	\$7.77	\$9.78	\$4.16
Zone 3 - Rural	U2F	*	\$12.48	\$9.78	\$4.16
Zone 4	U2F	*	\$6.84	\$9.78	\$4.16
PSD#6 2-Wire Very High-band Capable					
Zone 1 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	\$29.55	\$16.90
Analog Line Port					
Zone 1 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop					
Zone 1 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

**Missouri
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).					