B. Interconnection trunking arrangements are described in Appendix ITR. Each company will initially order a one way trunk group from its switch to the other company's switch. At such time as an exchange of traffic data is implemented, using the Data Inter-exchange Carrier interface, the one way groups may be converted to a single shared two way trunk group. These two-way groups will be jointly provisioned to meet objective grades of service and SWBT will initiate any orders required for modification.

C. Facilities necessary for the provision of Inward Operator Assistance Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to ensure a 1% Designed Blocking Objective is achieved.

D. CLEC will furnish request for service in writing to SWBT, thirty (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SWBT. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SWBT to establish any new interconnection trunking arrangements.

E. The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

IV. TOLL CENTER CODES

Attached in Exhibit I is a list of all SWBT Toll Center Codes for the SWBT TOPS Operator Services switches. These codes should be used by the CLEC Operators for routing and connecting to the SWBT Operator for Inward Assistance. The codes are specific to the various SWBT LATAs where Operator Tandems
are established.

SWBT Operator Services will require a Toll Center Code for the CLEC Operator Services tandem switch. This code will be the routing code used for connecting the SWBT Operator to the CLEC Operator on an Inward basis. If the CLEC requires establishment of a new Toll Center Code they can do so by contacting:

Southwestern Bell Telephone
Routing - Administration
Customer Services Department
314-235-5321

V. PRICING

Pricing for Inward Assistance Operator Services shall be based on the rates specified in Exhibit II, PRICING, which is attached and made part of this Appendix. The rate will apply from the service effective date through the term of this agreement as specified in paragraph VIII., A. below. At any time beyond the specified term of this Appendix, SWBT may change the prices for the provision of Inward Assistance Operator Services upon one hundred-twenty (120) days' notice to carrier. The price set forth in Exhibit II is reciprocal and shall be the price SWBT will pay CLEC when the SWBT Operator utilizes the Inward Assistance of CLEC operator.

VI. MONTHLY BILLING

SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SWBT and remittance in full will be due within thirty (30) days of receipt.

VII. LIABILITY

A. The CLEC agrees to defend and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's end users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SWBT and carrier. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

B. The CLEC also agrees to release, defend and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

VIII. TERMS OF APPENDIX

A. Unless sooner terminated, this Appendix will continue in force for a period of one year from the effective date of this agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.

B. If the CLEC terminates this agreement prior to the agreed-upon term of this Appendix, the carrier shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination. SWBT agrees, on a reciprocal basis, to the terms of this paragraph when utilizing the services of CLEC Inward Assistance.

C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II.

IX. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT I

SOUTHWESTERN BELL TELEPHONE
OPERATOR SERVICES ACCESS CODES

LATA	LATA NAME	STATE	TOPS TANDEM	NPA	TC	OS CODE
520	ST. LOUIS	MO	STLSMO05B2T	314	026	121
520	ST. LOUIS	MO	STLSMO05B2T	573	026	121
522	SPRINGFIELD	MO	SPFDMOTL021T	417	012	121
*524	KANSAS CITY	MO	KSCYMO5503T	816	018	121
524	KANSAS CITY	MO	KSCYMO5503T	660	018	121
524	KANSAS CITY	KS	TPKAKSJA07T	913	024	121
526	FORT SMITH	AR	FTSMARSU03T	501	033	121
528	LITTLE ROCK	AR	LTRKARFR02T	501	029	121
528	LITTLE ROCK	AR	LTRKARFR02T	870	029	121
530	PINE BLUFF	AR	PNBLARJE02T	870	024	121
532	WICHITA	KS	WCHTKSBR07T	316	037	121
534	TOPEKA	KS	TPKAKSJA07T	785	024	121
534	TOPEKA	KS	TPKAKSJA07T	913	024	121
536	OKLAHOMA CITY	OK	OKCYOKCE13T	580	013	121
*536	OKLAHOMA CITY	OK	OKCYOKCE13T	405	013	121
538	TULSA	OK	TULSOKTB03T	918	018	121
540	EL PASO	TX	ELPSTXMA15T	915	043	121
542	MIDLAND	TX	MDLDTXMU15T	915	087	121
544	LUBBOCK	TX	LBCKTXPS15T	806	044	121
546	AMARILLO	TX	AMRLTX0215T	806	042	121
548	WICHITA FALLS	TX	WCFLTXN104T	940	082	121
550	ABILENE	TX	ABLNTXOR15T	915	041	121
552	DALLAS	TX	DLLSTXTA04T	214	040	121
552	DALLAS	TX	DLLSTXTA04T	903	040	121
552	DALLAS	TX	DLLSTXTA04T	972	040	121
552	FORT WORTH	TX	FTWOTXED04T	817	080	121
554	LONGVIEW	TX	LGVWTXPL03T	903	081	121
556	WACO	TX	WACOTX0115T	254	089	121
558	AUSTIN	TX	AUSTTXGR06T	512	025	121
560	HOUSTON	TX	HSTNTX0802T	281	043	121
560	HOUSTON	TX	HSTNTX0802T	409	043	121
560	HOUSTON	TX	HSTNTX0802T	713	043	121
562	BEAUMONT	TX	BUMTTXTE03T	409	037	121
564	CORPUS CHRISTI	TX	CRCHTXTU03T	512	022	121
566	SAN ANTONIO	TX	SNANTXCA06T	210	024	121
568	HARLINGEN	TX	HRLNTXHG03T	956	023	121

* DURING PERMISSIVE DIALING PERIOD

EXHIBIT II

PRICING

Effective Date

_____
(MO/DD/YR)

The following rate will apply:

This usage rate applies to each call that has been answered by a SWBT operator on the inward dial code. Rate per actual work second	$0.020

EXHIBIT III

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX ITR

APPENDIX ITR
(TRUNKING REQUIREMENTS)

This Appendix provides descriptions of the trunking requirements for the CLEC and SWBT interconnection. The attached scenarios depict the recommended trunk groups for local interconnection, intraLATA toll traffic, interLATA "meet point" traffic, mass calling, E911 and Operator Services. All references to incoming and outgoing trunk groups are from the perspective of the CLEC.

I. LOCAL TRAFFIC AND INTRALATA TOLL TRAFFIC

A. Tandem Trunking

When SWBT has a combined local and access tandem in an exchange, IntraLATA Toll Traffic may be combined with the Local Traffic on the same trunk group. When SWBT has more than one combined local and access tandem in an exchange, the CLEC shall provide a separate trunk group to each SWBT tandem. When there are separate SWBT access and local tandems in an exchange, a separate Local trunk group shall be provided to each local tandem and a separate IntraLATA toll trunk group shall be provided to each access tandem. When SWBT does not have a local tandem in an exchange, the CLEC must provide a trunk group to each end office in that exchange.

These trunk groups shall be two-way operation, carrying the CLEC terminating traffic (SWBT to CLEC) in addition to SWBT terminating (CLEC to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section I C and section X of this Appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A Primary High Usage (PH) group will be established on the SWBT facilities and an Alternate Final (AF) group on the CLEC facilities. Engineering of these two groups shall result in approximately equally sized groups. When a meet point facility arrangement is used, a single two-way group will be established. For administrative consistency the CLEC will have control for the purpose of issuing ASR's on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section IX B of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

These groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

B. Direct End Office Trunking

Parties shall establish direct end office Primary High Usage (PH) trunk groups when end office terminating traffic requires twenty-four (24) or more trunks or when no local tandem is present in the exchange. Overflow from either end of the direct end office trunk group will be alternate routed to the tandem interconnection trunk group, then classified as an Alternate Final (AF) group. If the CLEC has established collocation to the end office, the trunks shall be provisioned over the CLEC collocation facility. If the CLEC has no collocation facilities, SWBT shall provision the trunks from the POI to the end office. All traffic received by this trunk group from the CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. The number of digits to be received by the SWBT end office shall be mutually agreed upon by the Parties. This trunk group shall be two-way operation, carrying the CLEC terminating traffic (SWBT to CLEC) and SWBT terminating (CLEC to SWBT) traffic, provided Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in sections I C and X of this appendix. If an end point facility interconnection arrangement is in effect, this two-way group will be implemented in two segments. A Primary High Usage (PH) group will be established on the SWBT facilities and an Intermediate High Usage (IHU) group on the CLEC facilities. Engineering of these two groups shall result in approximately equally sized groups. The PH group will overflow to the IHU, and the IHU group will overflow to the tandem AF group. When a meet point facility arrangement is used, a single two-way PH group may be provided. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section IX B of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

These groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling.

C. Two Way Trunking

Two way trunking is conditional on both parties agreeing to a timeline for implementation of an exchange of traffic data and implementing such an exchange within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. Parties agree to exchange traffic data using the Data Interexchange Carrier (DIXC) process via a Network Data Mover (NDM) or FTP computer to computer file transfer interface as defined in

Section X of this appendix. Refer to Section X for further discussion of data exchange arrangements. In the event that parties have not agreed to a timeline for implementation of an exchange of traffic data, interconnection trunks will be provided on a one-way basis until such time as the parties reach agreement on a timeline. Unless agreed upon by both parties, one-way arrangements shall not exceed one year. Where one-way arrangements have been place for one year or longer and no agreement for a timeline for exchange of data, SWBT may at its sole option discontinue the interconnection arrangements described herein. Two-way trunking will be jointly provisioned and maintained. For administrative consistency the CLEC will have control for the purpose of issuing ASRs on two-way groups. SWBT will use the Trunk Group Service Request (TGSR), as described in section IX B of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

Please refer to Section IX B for additional information regarding the ordering process.

Conversion from one-way trunking to two-way trunking shall be undertaken on a project basis. Mutually agreed upon strategies will be developed during conversion process negotiation.

II. ACCESS TOLL CONNECTING TRUNKS

InterLATA traffic shall be transported between the CLEC Central Office and the SWBT access tandem over a "meet point" trunk group separate from local and intraLATA toll traffic. The access toll connecting trunk group will be established for the transmission and routing of Exchange Access traffic between the CLEC's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, the CLEC shall utilize an access toll connecting trunk group to one SWBT tandem within the exchange in one state provided all IXCs are required to have a POP in each tandem, in order to prevent double-tandeming calls from a CLEC on one tandem and an IXC on another. If the exchange crosses over two states, the CLEC will need to interconnect with one access tandem in each state. This trunk group shall be two-way and Parties agree to commit to a timeline for implementation of an exchange of traffic data as referred to in section X of this Appendix. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) protocol signaling. For administrative consistency the CLEC will have control for the purpose of issuing ASR's on this two-way trunk group. SWBT will use the Trunk Group Service Request (TGSR), as described in section IX B of this appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

III. 800 (888) TRAFFIC

A. If the CLEC chooses SWBT to handle 800 (888) database queries from its central office switches, all the CLEC originating 800 (888) service queries will be routed over the Access Toll Connecting trunk group. This traffic will include a combination of both Interexchange Carrier 800 (888) service and LEC 800 (888/877) service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.

B. The CLEC may handle its own 800 database queries from its switch. If so, the CLEC will determine the nature (Intra-LATA/Inter-LATA) of the 800 call based on the response from the database. If the query determines that the call is an intra-LATA 800 number, the CLEC will route the post-query intra-LATA converted ten-digit local number to SWBT over the intra-LATA/Local trunk group. If the query reveals the call is an inter-LATA 800 number, the CLEC will route the post-query inter-LATA call (800/888 number) directly from its switch for carriers interconnected with its network or over the Access Toll Connecting group to carriers not directly connected to its network but are connected to SWBT's access tandem. Calls will be routed to SWBT over the intra-LATA/Local and inter-LATA trunk groups within the LATA the calls originate in.

IV. E911

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the CLEC offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

V. MASS CALLING (PUBLIC RESPONSE CHOKE NETWORK)

A. A dedicated trunk group shall be required to the designated Public Response Choke Network access tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

It is recommended that this group be sized as follows:

<10000 access lines (AC)	2 trunks (min)
10001 to 20000 AC	3 trunks
20001 to 30000 AC	4 trunks
30001 to 40000 AC	5 trunks
40001 to 50000 AC	6 trunks
50001 to 60000 AC	7 trunks

60001 to 75000 AC	8 trunks
>75000 AC	9 trunks (max)

B. If the CLEC should acquire a Mass Calling customer, i.e. a radio station, the CLEC shall order a one-way outgoing SS7 of MF trunk group from the SWBT Choke Serving Office to the CLEC customer's serving office.

C. If the CLEC finds it necessary to issue a new choke telephone number to a new or existing mass calling customer, the CLEC may request a meeting to coordinate with SWBT the assignment of choke telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, the CLEC must notify SWBT a minimum of ninety (90) days prior to deployment of the new choke NXX. SWBT will perform the necessary translations in its end offices and tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SWBT Public Response Choke Network access tandem to the CLEC's choke serving office.

VI. OPERATOR SERVICES

A. Operator Contract - Inward Assistance Only:

Appendix INW, Inward Assistance Operator Services, sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Inward Assistance Operator Services for the CLEC operators requiring those services. Described in this section are trunking arrangements for the transport of this traffic, both from the CLEC to SWBT and vice versa.

Inward Operator Assistance (Toll Center (TC) Code plus 121) - To enable the CLECs designated operator service provider to go inward to SWBT, the CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the SWBT TOPS tandem utilizing MF signaling. Reciprocally, SWBT will initiate an ASR for a one-way MF signaling trunk groups from its TOPS tandem to the CLECs designated operator services switch. The traffic use code for each of these groups should be OAJ.

B. Operator Contract with SWBT:

1. Directory Assistance (DA):

The CLEC may contract for DA services only. A segregated trunk group for these services will be required to each SWBT TOPS tandem within the LATA. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number

Identification (ANI)). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2. Directory Assistance Call Completion (DACC):

The CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SWBT TOPS tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3. Busy Line Verification:

When SWBT is contracted as the Operator Services Provider for a CLEC, SWBT will be able to perform BLV/I for the lines being served. When an end user requests BLV/I, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Operator Services Tandem to the CLEC switch. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4. Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the CLEC switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with a traffic use code of ET with modifier CMFJ (0-, 0+, DA, DACC). If DA is not required or is transported on a segregated trunk group, then the group will be designated with a traffic use code of ET with modifier CM2J. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5. 10 Digit – Exchange Access Operator Services Signaling:

10 Digit – CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access end offices (EAEO) to the TOPS switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

6. OS QUESTIONAIRE

If the CLEC chooses SWBT to provide either OS and/or DA, then the CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

VII. TRUNK DESIGN BLOCKING CRITERIA

Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. These objectives provide for an overall ~~of~~ two percent (2%) Design Blocking Objective (DBO) for End User to End User local traffic. An overall one percent (1%) DBO shall be the standard for intraLATA Toll traffic, combined local and intraLATA Toll traffic, 911 and Operator Services traffic. An overall one-percent (1%) DBO is the industry standard and access tariff requirement for InterLATA Toll traffic between the End User and the IXC customer point of interconnection. This limits End Office to Access Tandem DBO to one-half percent (1/2%). Trunk requirements shall be based upon a time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal Wilkinson Trunk Group Capacity algorithms [use Medium day-to-day Variation and 1.0 Peakedness factor until traffic data is available].

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct	2%
Intra-LATA	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Inter-LATA Tandem	0.5%
Busy Line Verification-Inward Only	1%

VIII. FORECASTING/SERVICING RESPONSIBILITIES

A. Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts are to be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SWBT General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in Bell Communications Research, Inc. (BELLCORE) documents BR795-100-100 and BR795-400-10 respectively. Inquiries pertaining to use of BELLCORE Common Language Standards and document availability should be directed to BELLCORE

at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

B. SWBT and the CLEC shall be jointly responsible for forecasting and servicing two-way trunk groups. SWBT shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SWBT, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (BELLCORE) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications. This document may be purchased by contacting BELLCORE at 1-800-521-2673.

IX. TRUNK SERVICING

A. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

B. All Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party has administrative control, that Party shall submit a Trunk Group Servicing Request (TGSR) to the Control Party. If agreeable, the Party with administrative control will respond by issuing an ASR within 10 days of receipt. If the control Party does not agree, the control Party will initiate a joint planning discussion within 10 days. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. BELLCORE Special Report STS000316 describes the format and use of the TGSR. Contact BELLCORE at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving an ASR will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days after receipt of the ASR.

C. The Parties will process trunk service requests submitted via a properly completed ASR within twenty (20) business days of receipt of such ASR unless defined as a major project, as stated in D below. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

D. Orders that comprise a major project, i.e. five (5) DS1's or more shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

E. In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval. Expedite charges will apply as outlined in the main agreement. Trunk groups must be at 85% or greater utilization in order to qualify for expedited order processing.

F. If the CLEC is unable or is not ready to perform Acceptance Test by the plant test date, or is unable to accept the Local Interconnection Service Trunk(s) by the due date, the CLEC will provide SWBT with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If the CLEC requires a service due date more than 45 days after the original service due date, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, SWBT will treat that ASR as though it had been canceled.

G. Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section VIII B using Design Blocking Objectives stated in section VII.

H. Each Party shall be responsible for engineering their networks on their side of the POI.

X. SERVICING OBJECTIVE/DATA EXCHANGE

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective. However, a study period on occasion may be less than twenty (20) days but at minimum must be at least three (3) days to be utilized for engineering purposes, although with less statistical confidence.

Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Therefore, as a condition for the establishment or conversion to two-way trunking, Parties must have agreed to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be

the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. Parties agree to utilize the SWBT Trunk Group Serial Number (TGSN) (also referred to as the Two Six Code [TSC] on the ASR) as a common identifier for each trunk group in the exchanged data base records. Other data elements, in addition to the TSC, such as common language codes of the end offices, start dates and times of the collection period, etc. shall also be exchanged. Exchange of data on one-way groups is optional.

XI. SPECIFICATIONS

All DS-1 and DS-3 facilities utilized for trunking established or employed by the Parties for purposes of this Appendix shall meet the specifications set forth in SWBT's TP-76625 dated June, 1990 and TP-76839 dated January, 1996.

XII. TRUNK FACILITY UNDER UTILIZATION

A. If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis for each month of any three (3) month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives identified in Section VII shall be maintained.

B. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry a **KE** Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a **KEV** Trunk Type Modifier in the CLCI-Message code.

C. Installation, Maintenance, Testing and Repair. SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection trunks as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. The CLEC shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith and supplement the ASR to indicate the change.

XIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ITR -SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITHOUT DIRECT END OFFICE TRUNKING

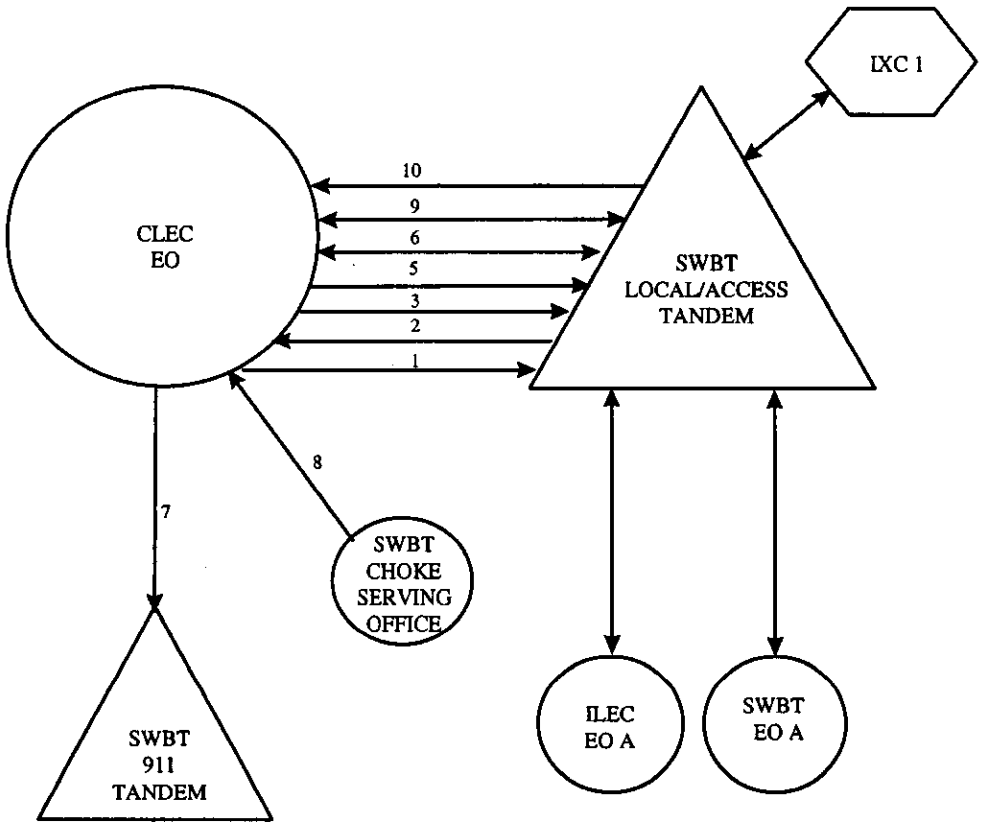

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800 deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF OR SS7 SIGNALING)
7	ES	J	EMERGENCY SERVICE (MF SIGNALING)
8	IE	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 3)
9	DT	J	INTRALATA AND LOCAL 2-WAY (MF OR SS7 SIGNALING)(NOTE 4)
10	TC	CRJ	TRUNKS TO DELIVER CHOKED TRAFFIC (MF OR SS7) (NOTE 5)

NOTE 1: (Deleted this version)
NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D
NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.
NOTE 4: Required in lieu of #1 and #2 for two-way trunking
NOTE 5: Required when CLEC establishes new choke NXX

APPENDIX ITR -SCENARIO 2
SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITH DIRECT END OFFICE TRUNKING

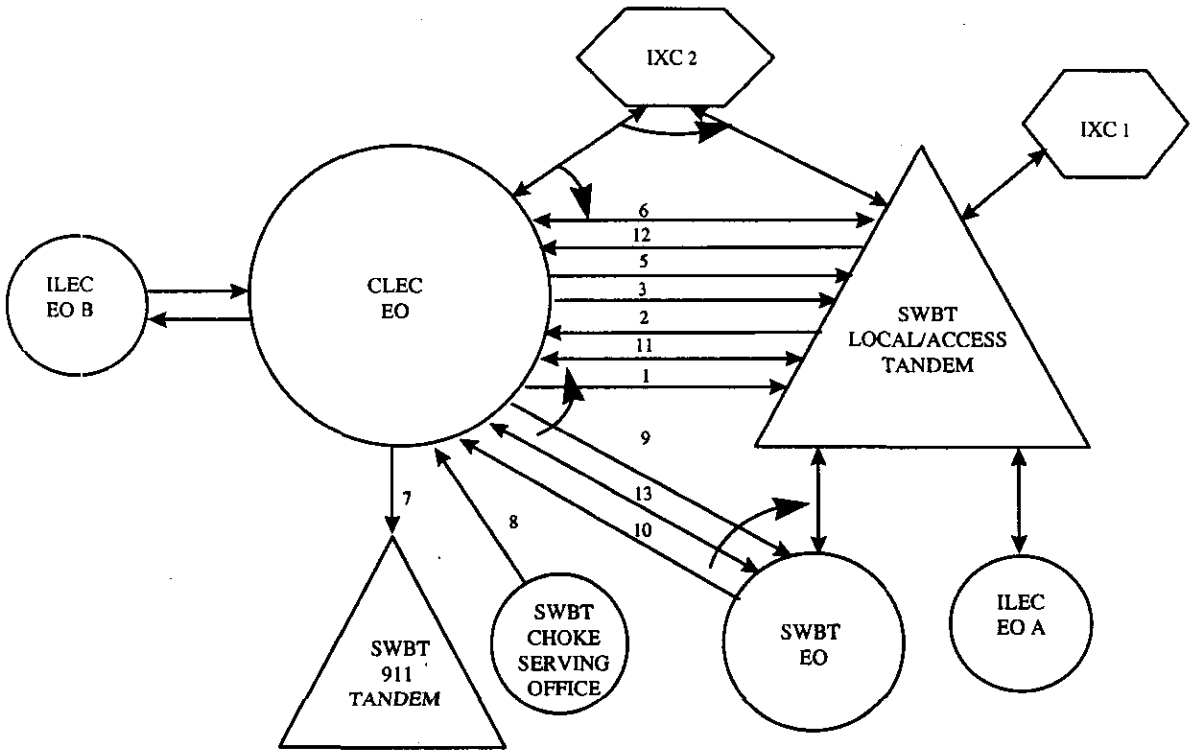

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA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

NOTE 1: (Deleted this version)
NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D
NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.
NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.
NOTE 5: Required in lieu of #1 and #2, for two-way trunking.
NOTE 6: Required when CLEC establishes new choke NXX
NOTE 7: Required in lieu of #9 and #10, for two-way trunking.

APPENDIX ITR -SCENARIO 3
SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITHOUT DIRECT END OFFICE TRUNKING

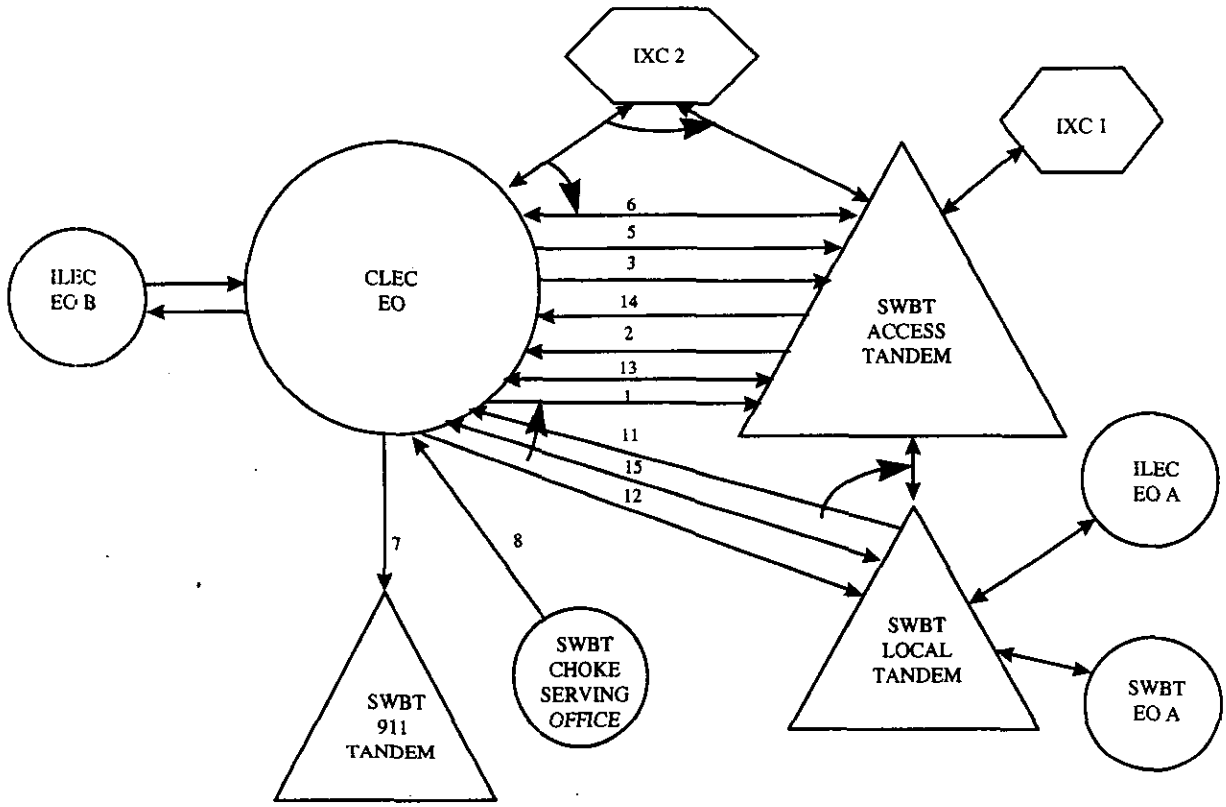

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA AND LOCAL (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKING TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA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

NOTE 1: *(Deleted this version)*
NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D
NOTE 3: Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.
NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.
NOTE 5: Required in lieu of #1 and #2 for two-way trunking.
NOTE 6: Required when CLEC establishes new choke NXX
NOTE 7: *Required in lieu of #11 and #12 for two way trunking*

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

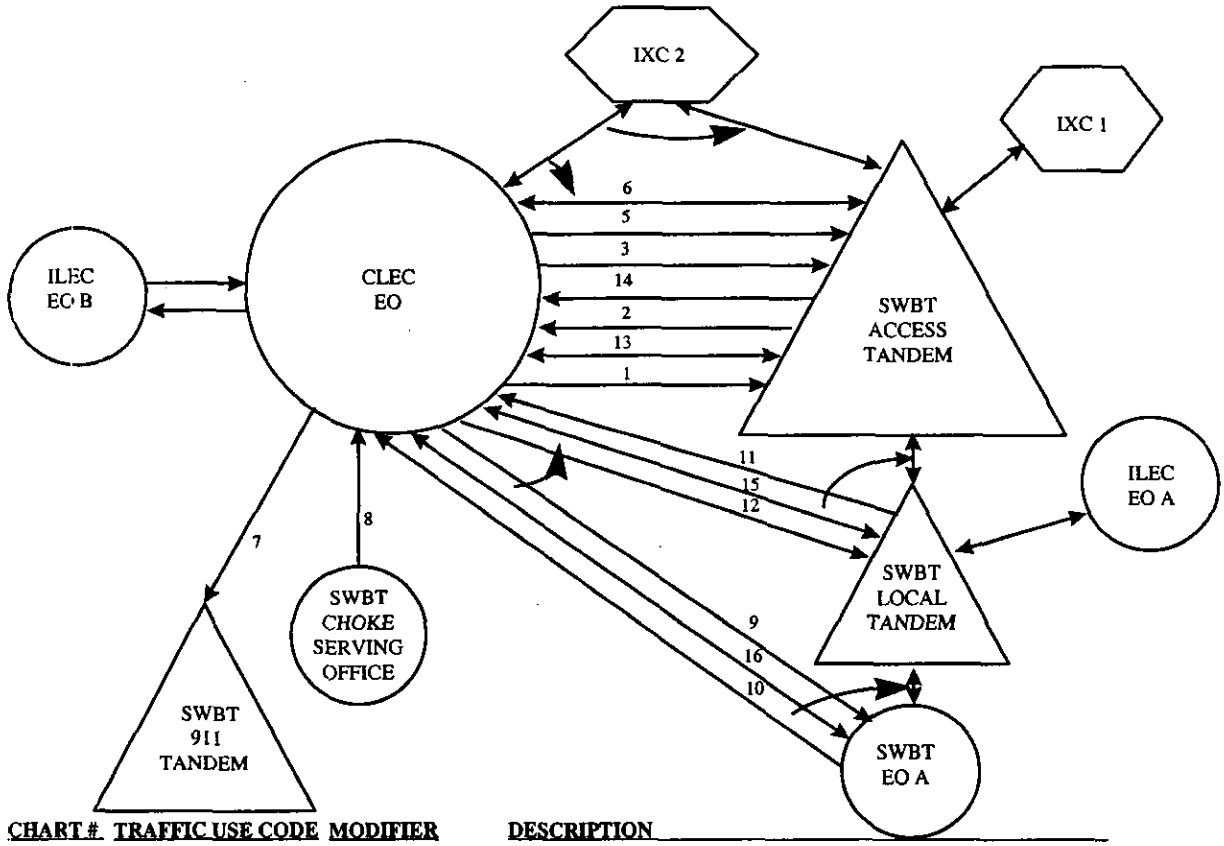

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	DD	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
2	TC	J	INTRALATA ONLY (MF OR SS7 SIGNALING)
3	TO	CRJ	MASS CALLING CHOKNG TRUNK GROUP (MF SIGNALING ONLY)
4			(DD800J deleted this version)
5	MD	J	INTERLATA ONLY (MF SIGNALING) (NOTE 2)
6	MD	J	INTERLATA ONLY (MF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

NOTE 1: (Deleted this version)
NOTE 2: Required at the Dallas 4 ESS switch only for 10xxx number cut through and Feature Group B over D
NOTE 3: *Required when CLEC EO serves a Mass Call/Public Response subscriber to receive choked calls.*
NOTE 4: May terminate IntraLATA Toll calls provided inter-company compensation agreements executed.
NOTE 5: Required in lieu of #1 and #2 for two-way trunking.
NOTE 6: Required when CLEC establishes new choke NXX.
NOTE 7: Required in lieu of #11 and #12 for two way trunking
NOTE 8: Required in lieu of #9 and #10 for two way trunking

APPENDIX ITR -SCENARIO 5

SINGLE RATE AREA - SWBT IS NOT THE OPERATOR SERVICES PROVIDER

121 INWARD OPERATOR ASSISTANCE

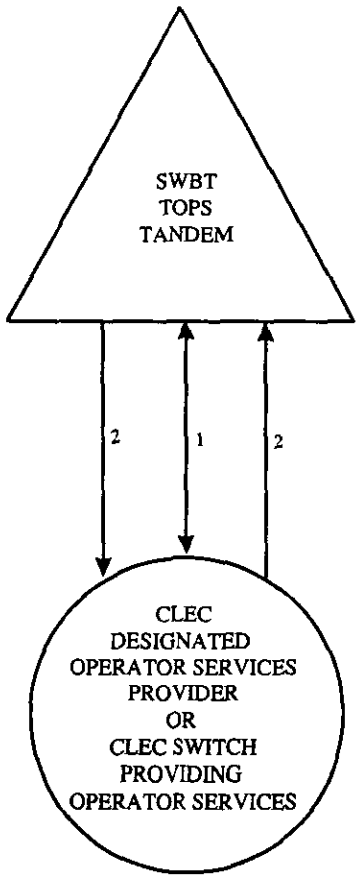

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 1)
2	OA	J	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)(NOTE 2)

NOTE 1: Two-Way trunking is preferred interconnection arrangement
NOTE 2: One Way trunking may provided at the request of the CLEC in lieu of two way trunking

APPENDIX ITR -SCENARIO 6

SINGLE RATE AREA - SWBT PROVIDES OPERATOR SERVICES FOR CLEC

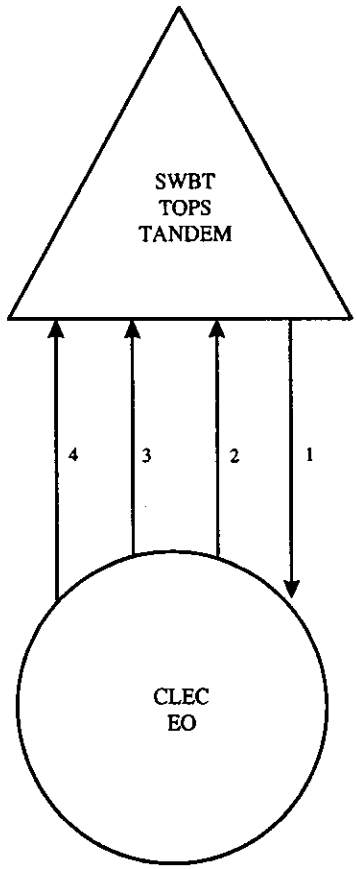

CHART #	TRAFFIC USE CODE	MODIFIER	DESCRIPTION
1	VR	J	BUSYLINE VERIFICATION (MF, OPERATOR SVCS SIGNALING)
2	DACC	J	DIRECTORY ASSISTANCE /DIR. ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3	ETCM2	J	0-, 0+, COMBINED COIN & NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4	ETCMF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

APPENDIX
MAINTENANCE-
UNE

APPENDIX MAINTENANCE - Unbundled Network Elements

1.0 General Requirements

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

2.0 Maintenance Requirements

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

2.2 SWBT will provide the maintenance measurements as outlined in Appendix Failure to Meet Performance Criteria of this Agreement.

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

3.0 Electronic Bonding

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

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

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

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

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

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

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

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

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

c) initiating and receiving test results;

d) receiving immediate notification of missed appointments;

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

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

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

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

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

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

4.0 Repair Service Response

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

5.0 Intercompany Communications

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

6.0 Emergency Restoration Plan

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

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

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

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

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

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

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

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

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

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

7.0 Misdirected Repair Calls

7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability, will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to

611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability, the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

8.0 Repair Procedures

SWBT agrees to the following:

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

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

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

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

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

8.5 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LSPC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed

appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

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

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

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

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

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

9.0 Escalation Procedures

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

10.0 Premises Visit Procedures

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

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

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

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

11.0 Testing

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

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

12.0 Pricing

Charges for the relevant services provided under this Appendix and prices for access to OSS are included in Appendix Pricing to Appendix Unbundled Network Elements.

13.0 Applicability of Other Rates, Terms and Conditions

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

APPENDIX MICROWAVE

APPENDIX MICROWAVE

The terms and conditions of this appendix are in addition to those contained in any applicable tariff or agreement between CLEC and SWBT under which CLEC will be provided collocation by SWBT at the location where microwave interconnection is requested.

1. Description

Where space permits and where practical, SWBT will permit the use of CLEC-provided and CLEC-owned microwave equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by SWBT. Use of such microwave equipment is only available for the purpose of interconnection to SWBT's network or access to SWBT unbundled network elements as may be described in the agreement or tariff(s) pursuant to which the collocation arrangement is provided.

2. Three Methods of Provisioning

Where space exists and when technically feasible, at SWBT's discretion, one of the three following methods for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. SWBT is responsible for design and construction for any and all infrastructure inside the SWBT premises at the CLEC's cost. The CLEC is responsible for line-of-sight.

In addition, in each instance where microwave interconnection is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and SWBT. The JIA will provide for specifics relating to, but not limited to, the responsibilities of SWBT and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.

The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in an SWBT-provided virtual collocation arrangement, the CLEC will provide a copy of the license to SWBT and SWBT will post the CLEC-provided copy in an appropriate location.

2.1 Method One - Ground Mounted

Where space is available and where technically feasible, SWBT will provide CLEC ground space on the SWBT property of the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of the easement based on the location of the eligible structure.

2.1.1 CLEC is responsible for all construction on the SWBT-provided easement. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

2.1.2 CLEC is responsible for securing its equipment located on the SWBT property. CLEC proposal and designs for such security must meet with SWBT's approval.

2.1.3 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the SWBT equipment line-up. SWBT will own all equipment designated by the CLEC for placement in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of employees to be trained on a premises-by-premises basis.

2.1.4 CLEC may sublease use of all or portions of its ground mounted microwave arrangement to others for microwave use as a collocation media based on SWBT approval of such sublease. CLEC may not charge more than a prorated share of SWBT's monthly charge to CLEC for use of the SWBT property.

2.1.5 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment

2.2 Method Two - Wall Mounted

Where space does not exist or it is not technically feasible for SWBT to provide property for the CLEC-provided and CLEC-owned equipment, where technically feasible at the CLEC's expense SWBT will place a wall mount and pipe at the location on the eligible structure for the CLEC to install, maintain and repair its equipment. Method Two may only be provided where it is possible to provide or construct at the CLEC's cost a mechanical secured access to the CLEC microwave equipment located on the SWBT wall mount and pipe. Such cost shall be determined on an individual case basis. All nonrecurring costs for this method must be paid by CLEC prior to start of SWBT construction.

2.2.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

2.2.2 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SWBT equipment line-up. SWBT will own all CLEC designated microwave equipment to be placed in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of SWBT technicians to be trained on a premises-by-premise basis.

2.3 Method Three - Roof Mounted

Where space is not available for either a ground mounted or wall mounted method as described in 2.1 and 2.2 proceeding, where space permits and where technically feasible, SWBT will provide CLEC space on the roof of the eligible structure where the CLEC physical or virtual collocation arrangement is located. Such space will only be provided where mechanical secured access to the CLEC-owned and CLEC-provided

antenna and related equipment located on the SWBT roof exists or can be constructed at the CLEC's expense on a time and materials basis.

2.3.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

2.3.2 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SWBT equipment line-up. SWBT will own all CLEC designated equipment placed in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of SWBT technicians to be trained on a premises-by-premises basis

3. Equipment

CLEC is responsible for providing a list of all microwave equipment to be provided to SWBT for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements.

SWBT is not responsible for lost equipment.

It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

4. Permits and Licenses

CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to SWBT prior to the installation of any microwave equipment on the SWBT premises roof. If SWBT's assistance is required to obtain the necessary licenses and permits, SWBT will not unreasonably withhold such assistance and CLEC agrees to pay all SWBT's expenses on an ICB as required.

5. CLEC Liability

CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, the Telephone Company's (SWBT) or other collocator's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by the Telephone Company as a direct or indirect result of the actions of CLEC related to this agreement.

6. Applicability of Other Rates, Terms and Conditions

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

APPENDIX NCS

APPENDIX - NCS
Network Component Service

1.0 Description of Service

Network Component Service (NCS) is a discretionary offering which SWBT is willing to provide under the terms and conditions in this appendix that are above and beyond SWBT's obligations under the Act. Through NCS SWBT performs the combining of certain UNEs on behalf of the CLEC for the purpose of the CLEC providing an end to end telecommunications service to end users. Appendix UNE contains a description of unbundled network elements or, as used herein, "network components" along with the terms and conditions under which SWBT will provide unbundled network elements. NCS will be provided by SWBT at the prices contained herein. NCS is market based priced and is neither subject to true-up nor arbitration. Prices for NCS that are in addition to the prices for the individual unbundled network elements are listed in Section 3.0 of this Appendix. SWBT is willing to continue to offer NCS so long as the underlying UNE prices remain at the rates originally agreed to by the Parties. Should the prices SWBT charges the CLEC for UNEs change at any time during this Agreement, SWBT shall no longer be obligated to combine UNEs on behalf of the CLEC as set forth in this Appendix, unless and until the Parties agree upon mutually acceptable new terms and conditions. SWBT will provide 30 days notice to the CLEC before ceasing the combining of UNEs under this appendix.

2.0 Terms and Conditions

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

2.2 In addition to the recurring and non-recurring charges for the individual unbundled network elements and appropriate cross connects ordered, the Network Component Service will be priced as described in section 3.0 of this Appendix.

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

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

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

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

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

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

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

3.0 Pricing

3.1 For each NCS arrangement, the CLEC shall pay the full recurring and non-recurring rate per unbundled network element, cross connect, feature, function, or ancillary charge as shown in Appendix Pricing Schedule plus the additional NCS recurring market based rates on a monthly basis as shown in paragraph 3.2.

3.2 The prices for providing NCS for SWBT UNEs (Loop to Switch Port, Loop to Unbundled Dedicated Transport. W/O Multiplexing, Loop to UDT with Multiplexing) are as follows:

Network Elements Combined		NCS Price Recurring	NCS Price Non-Recurring
Loop	Switch Port		
2 Wire Analog	Analog Line	$5.00	$40.00
2 Wire Analog	DID Trunk	$5.00	$40.00
2 Wire Digital	BRI	$5.00	$40.00
4 Wire Digital	PRI	$5.00	$40.00
4 Wire Digital	DS1 Trunk	$5.00	$40.00
Loop	UDT w/o Mux		
4 Wire Digital	DS1	$5.00	$40.00
Loop	UDT w Mux		
2 Wire Analog	DS1	$5.00	$40.00
4 Wire Digital	DS3	$5.00	$40.00

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

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

4.0 General Responsibilities of the Parties

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

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

4.3 At all times during the term of an Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

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

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

5.0 Applicability Of Other Rates, Terms And Conditions

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

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

APPENDIX NIM

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

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

I. MID-SPAN FIBER INTERCONNECTION (MSFI)

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

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

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

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

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

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

   If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground, cabinet placed

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

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

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

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

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

D. The fiber connection point may occur at several locations:

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

2. A location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside a CLEC building;

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

4. A manhole outside of the SWBT central office. In this situation, CLEC will provide sufficient fiber optic cable for SWBT to pull the cable into the

SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

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

F. In both designs, CLEC and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SWBT.

II. AVOIDANCE OF OVER PROVISIONING

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

III. JOINT FACILITY GROWTH PLANNING

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

A. Criteria:

1. Investment is to be minimized;

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

B. Processes

1. Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity;

2. Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 90%, the growth planning process will be suspended and will not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts;

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

4. If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers;

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

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

IV. VIRTUAL COLLOCATION INTERCONNECTION

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

V. SONET-BASED INTERCONNECTION

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

VI. PHYSICAL COLLOCATION INTERCONNECTION

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

VII. LEASING OF SWBT'S FACILITIES

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

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

A. A Leased Facilities BFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.

B. The CLEC may cancel a Leased Facilities BFR at any time, but will pay SWBT any reasonable and demonstrable costs of processing and/or implementing the Leased BFR up to the date of cancellation.

C. Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Leased Facilities BFR.

D. Except under extraordinary circumstances, within thirty (30) business days of its receipt of a Leased Facilities BFR, SWBT will provide to the CLEC a written response to the request. The response will confirm whether SWBT will offer the leased facilities or not. If SWBT determines it will offer the leased facilities, SWBT will provide the CLEC a Leased Facilities BFR quote which will include the applicable recurring rates and installation intervals.

E. Within 65 calendar days of its receipt of the Leased Facilities BFR quote, the CLEC must confirm its order. If not confirmed within 65 calendar days, SWBT reserves the right to modify or withdraw its Leased Facilities BFR quote.

VIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NNI

APPENDIX NNI
NETWORK TO NETWORK INTERCONNECTION

SWBT will interconnect its Frame Relay Network with a CLEC within a LATA. The following provisions shall apply only to Frame Relay traffic when this type of traffic is exchanged between SWBT and CLEC:

I. Definitions:

A. **Frame Relay Service ("FRS")** – is a fast packet service that provides the end user customer high-speed access throughput to different Frame Relay end user customer addresses. Using statistical multiplexing, the frame relay network enables the end user customer to allocate circuit bandwidth to applications, as needed, rather than assigning fixed channels to specific applications.

B. **Network to Network Interface ("NNI")** – is the interface between two frame relay networks. An NNI consists of an NNI port at a Frame Relay Node on each network and a transmission facility connecting the two ports. The NNI port connection shall be a DS1 interface provisioned for B8ZS and extended super frame (ESF) with a line rate of 1.544 Mbps and, where available from both parties, a DS3 NNI interface with a line rate of 44.736 Mbps shall be used if the packet volume justifies the higher capacity. The NNI port connection must be provided at the same interface speed of the transmission facility used to access the NNI port.

C. **Logical Links ("LL") also referred to as Permanent Virtual Connections ("PVC")** – are logical channels that connect ports on a Frame Relay Node or between Frame Relay Nodes. PVCs are end-to-end, bi-directional channels that are established and terminated via the service order process. A separate PVC must be established to each location with which the end-user customer will transmit or receive data. These PVC channels are established in software tables and do not tie up facilities when not in use, therefore they are virtual. Multiple PVCs can be defined over a single frame relay access link, thereby providing, on a single access line, the capability to transmit data to multiple destinations.

D. **Frame Relay Tandem** - A Frame Relay Node that has predominately NNI to NNI connections or new Frame Relay Nodes deployed with exclusive NNI to NNI connections may be designated as a tandem(s) by SWBT. SWBT shall provide notification prior to the designation or deployment of a Frame Relay Tandem.

II. IntraLATA Interconnection:

A. Both Parties agree to establish two-way Frame Relay Interconnection between their respective Frame Relay Nodes, where terminations exist, to the mutually agreed upon Frame Relay point(s) of interconnection ("POI(s)") and transport facilities within the LATA for the purpose of exchanging Frame Relay traffic. For the interconnection facility portion of the NNI, SWBT shall be responsible for arranging and absorbing the cost of provisioning the shorter of either: (a) fifty percent (50%) of the interconnection facility measured by air miles between the NNI ports, or (b) twenty-five (25) miles of interconnection facility measured by air miles between the NNI ports. CLEC shall be responsible for the remaining cost. In the event SWBT deploys or designates a Frame Relay Tandem (as defined herein) within fifty (50) airline miles of CLEC's NNI port, CLEC shall have the obligation to interconnect with that tandem(s), if so requested by SWBT. In areas where CLEC has a Frame Relay Node prior to the designation or deployment of a SWBT Frame Relay Tandem, the CLEC will interconnect with that Frame Relay Tandem within 180 days of designation/deployment if so requested by SWBT. If SWBT has a Frame Relay Tandem(s) operational prior to the deployment of a CLEC Frame Relay Node within fifty (50) miles of such tandem(s), then SWBT may request CLEC to interconnect with the tandem(s) in the initial interconnection. In addition to connecting to the Frame Relay Tandem(s) as described above, CLEC will have the ability to continue to establish NNIs directly to Frame Relay end offices for traffic destined for, or originating from, end user locations served by Frame Relay Nodes in those end offices. Where multiple Frame Relay Tandems are deployed in a single LATA within fifty (50) airline miles of a CLEC NNI port, SWBT will designate the Frame Relay Tandem(s) at which CLEC will need to establish an NNI interconnection from its Frame Relay Node.

1. Upon the request of either Party, such interconnections will be established in each LATA where SWBT has a Frame Relay Node and CLEC has a Frame Relay Node or point of presence.

2. The Parties agree that IntraLATA Frame Relay Interconnection is for traffic that originates and terminates exclusively between the two Parties within each LATA. IntraLATA Frame Relay traffic between either Party and a third Party ILEC/CLEC shall be addressed in Section III. below. InterLATA Frame Relay traffic between either Party and a third Party IXC InterLATA provider shall be addressed in Section IV. below.

3. The Parties agree to provision the most efficient interface available in the network considering the volumes of traffic forecasted at the time. Specifically, where available from both Parties, a DS3 NNI interface shall be used if the packet volume is large enough to justify the higher capacity.

Each Party will absorb its own costs for DS1 to DS3 conversions that accommodate subsequently recognized growth in the traffic. If the traffic volume exceeds a DS3 at a single Frame Relay Node, the Parties will interconnect at additional Frame Relay Nodes.

4. The Parties agree to exchange semi-annual NNI interconnection port forecasts (due each January 1 and July 1) and participate in joint planning meetings as necessary to provide for adequate growth of the NNI.

B. SWBT will provide the transport for Frame Relay Service between the Parties' respective Frame Relay Nodes, as described below in II. B. 1., upon the mutual agreement of the Parties. Alternatively, the Parties may agree that CLEC will provide the transport for Frame Relay Service between the Frame Relay Nodes of both Parties. Unless otherwise agreed, the providing Party will be compensated for the portion of the facility for which the non-providing Party is responsible, as described in Section II. A. above. Other network interconnection methods may be used including joint meet point facilities, as agreed to by the Parties.

1. LEASING OF SWBT'S FACILITIES

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

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

c. An LFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z- end of the facilities, equipment and muxing requirements, and date needed.

d. The CLEC may cancel an LFR at any time, but will pay SWBT any reasonable and demonstrable costs of processing and/or implementing the LFR up to the date of cancellation.

e. Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the LFR.

f. Except under extraordinary circumstances, within thirty (30) business days of its receipt of an LFR, SWBT will provide to the CLEC a written response to the request. The response will confirm if SWBT will offer the leased facilities. If SWBT determines it will offer the leased facilities, SWBT's response will include an LFR quote with the applicable recurring rates and installation intervals.

g. Within 65 calendar days of receipt of the LFR quote, the CLEC must confirm the order. If not confirmed within 65 calendar days, SWBT reserves the right to modify or withdraw the LFR quote.

C. Each Party agrees to absorb its own cost of providing Frame Relay NNI and the usage of the NNI, with the exception of the transport facilities between the Parties Frame Relay Nodes. Transport will be provided as described in Section II. B. above.

D. Each Party agrees that there will be no charges to the other Party for its own subscribers' PVC. The foregoing does not, either expressly or implicitly, prohibit, restrict, encourage, or otherwise affect the terms and conditions on which each party provides Frame Relay or other services to its end user customers, including, for example, whether to levy charges for PVCs, and at what rate, if any.

E. The Parties shall provide to each other the physical address end points and data link connection identifiers (DLCIs) for each PVC as necessary for the exchange of Frame Relay Service. The Parties agree to share equally assignment control of DLCIs and quality of service parameters, Committed Information Rate (CIR), Committed Burst Size (Bc) and Excess Burst Size (Be). For any PVC crossing the NNI, the quality of service parameters and the NNI end DLCI must be the same for the PVC provisioned by each Party. The only allowable protocol for PVC management is Annex D Bi-directional. Over-subscription levels for NNIs shall not exceed 200%.

F. Frame Relay Tandem(s), changing port interfaces, and converging industry standards may necessitate changes to the technical parameters of this Agreement. The Parties agree to re-negotiate the specific technical parameters associated with NNI as this new and evolving network is developed and deployed.

III. Transit IntraLATA Frame Relay Interconnection:

A. Both parties may elect to interconnect directly with any and all Frame Relay providers within the LATA and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with a third Party ILEC or CLEC Frame Relay provider with which the Party is exchanging IntraLATA Frame Relay traffic, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in SWBT's CC No. 73 Frame Relay Service Tariff for purposes of exchanging IntraLATA Frame Relay traffic with such third party providers. Each Party has the obligation to identify to the other the DLCI codes assigned to third party CLEC/ILEC IntraLATA Frame Relay providers.

B. Transport facilities used for third party Frame Relay Transit Interconnection are to be purchased by the requesting parties from the other at rates equivalent to the rates set forth in SWBT's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SWBT and CLEC discussed in Section II. A. above, unless otherwise agreed by the Parties.

IV. InterLATA Frame Relay Interconnection:

A. Both parties may elect to interconnect directly with all IXC InterLATA Frame Relay providers and this agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with IXC InterLATA Frame Relay providers, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in SWBT's FCC No. 73 Frame Relay Service Tariff. Each party has the obligation to identify to the other the DLCI codes assigned to third party IXC InterLATA Frame Relay providers.

B. Transport facilities used for third party IXC InterLATA Frame Relay Interconnection are to be purchased by the requesting Party from the other at rates equivalent to the rates set forth in SWBT's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SWBT and CLEC discussed in Section II. A. above, unless otherwise agreed by the Parties.

V. The Parties agree that the performance criteria set forth in Section 30.24, et. seq., of the General Terms and Conditions of the Interconnection Agreement do not apply to the interconnection of Frame Relay. Following the effective date of this agreement, either

party may request to negotiate performance criteria for Frame Relay Interconnection. During the ninety (90) days following any such request, the Parties shall meet to negotiate mutually acceptable performance criteria for such interconnection. If there are any open issues after such ninety (90) day period, then either Party may submit such issue(s) for dispute resolution under the Dispute Resolution procedures set forth in this Agreement.

VI. The Parties acknowledge and agree that SWBT is agreeing to the terms set forth in Sections I. through V. above based upon the FCC's Memorandum Opinion and Order, and Notice of proposed Rulemaking, FCC 98-188 (rel. August 7, 1998) in CC Docket No. 98-147 et al. ("98-188"), and its requirement that an incumbent LEC must interconnect its packet-switched telecommunications networks under Section 251(c)(2) of the Act for the telecommunications services offered over such networks. By agreeing to the terms set forth in Sections I. through V. above, neither Party waives, limits, or otherwise negatively affects its rights to seek review or reconsideration of 98-188 or take the position in any forum, proceeding or negotiations that SWBT's obligation to provide Frame Relay Interconnection or CLEC's entitlement to Frame Relay Interconnection with incumbent local exchange carriers is other than provided for herein. The Parties acknowledge and agree that the rates, terms and conditions set forth herein for Frame Relay Interconnection are subject to any legal or equitable rights of review and remedies by the Parties. The Parties further acknowledge and agree that any reconsideration, clarification, interpretation, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory bodies, courts or regulatory agencies of competent jurisdiction which affects the obligation to provide Frame Relay Interconnection or the applicability of such rates, terms or conditions (whether or not the result of any action by either party) will affect the applicability of such rates, terms and conditions to CLEC. In the event that the obligation to establish Frame Relay Interconnection under Section 251(c)(2) of the Act, or any of the rates, terms and conditions contained herein, are invalidated, stayed, modified, expanded or otherwise affected by any interpretation or action of any state or federal court or regulatory bodies of competent jurisdiction, specifically including those arising with respect to the Federal Communications Commission (whether from 98-188 or any other proceeding), the Parties shall expend diligent efforts to arrive at an agreement on modifications to Sections I. through V. above that reflect any such action. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such governmental actions or rulings shall be handled under the Dispute Resolution procedures set forth in the Agreement.

VII. Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and

network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX PORT

I. INTERIM NUMBER PORTABILITY (INP)

GENERAL

SWBT and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWB. As described herein, INP is a service arrangement whereby an end user, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains in the same serving wire center.

TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE INP

A. Service Provided.

1. SWBT shall only provide INP, as described herein, to CLEC.

2. SWBT shall only provide INP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.

3. SWBT shall not provide INP services for end user accounts where the end user's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SWBT to the end user, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the end user's behalf, including any termination amounts due.

4. When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT shall only make INP service available from, or to host central offices.

B. Obligations Of SWBT.

SWBT's sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

C. Obligations Of CLECs.

1. CLEC shall coordinate the provision of service with SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.

2. CLEC is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SWBT's tariffs, where applicable.

3. CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an end user.

4. Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SWBT intercept announcement SWBT shall provide for disconnected number.

5. CLEC shall designate to SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

   a. CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

   b. For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. Limitations Of Service.

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2. End-to-end transmission characteristics cannot be specified by SWBT for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

E. Service Descriptions.

1. ***INP-Remote.*** INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWB, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

   a. INP-Remote provides an initial call path and two additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

   b. The CLEC-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection compensation, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between SWBT and CLEC.

   c. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

2. ***INP-Direct.*** INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

   a. INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

      (1) Where the location of CLEC's switching equipment to which SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

   b. INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one unassigned telephone number per SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

c. SS7 Signaling is not available on the INP-Direct facilities.

F. Intercompany Terminating Compensation

With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

G. Pricing

1. The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

II. PERMANENT NUMBER PORTABILITY (PNP)

GENERAL

The FCC First Report and Order in FCC 96-286 requires " . . . all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998, in accordance with a phased schedule set forth below." While the FCC declined " . . . to choose a particular technology for providing number portability", it did establish performance criteria that LECs must meet. The technology that meets the FCC's performance criteria is Location

Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide PNP.

TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE PNP

A. Service Provided.

1. SWBT provides CLECs the use of the SWBT PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SWBT's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

2. SWBT will provide CLEC the use of the SWBT PNP database, PNP software, and SS7 network via the SPNP Query.

3. SWBT shall only provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

4. SWBT does not offer PNP services and facilities for NXX codes 555, 976, 950.

B. Obligations Of SWBT

1. SWBT will deploy LRN in the following MSAs per the timelines set forth by the FCC, unless such timelines are extended by the FCC:

MSA	DEPLOYMENT COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock,	December 31, 1998

2. After December 31, 1998, SWBT will deploy LRN in other MSAs within six (6) months after receipt of Bona Fide Request (see ATTACHMENT 1) from CLEC.

C. Obligations Of CLEC.

1. When purchasing the SPNP Database Query, CLEC will access SWBT's facilities via an SS7 link (SWBT Section 23 and 32 of FCC 73 Access Service Tariff) to the SWBT STP.

2. When purchasing the SPNP Query - Prearranged, CLEC will advise SWBT of the entry point(s) of queries to the SWBT network and provide a query forecast for each entry point.

3. The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.

4. When, after the initial deployment of PNP in an MSA, CLEC shall submit a bona fide request (see ATTACHMENT 1) to request that a SWBT switch become LRN capable. The requested switch will be made LRN capable within time frame stipulated by the FCC.

5. When CLEC requests that an NXX in an LRN capable SWBT switch to become portable, CLEC shall follow the industry standard LERG procedure.

6. CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

7. CLEC shall adhere to SWBT's Local Service Request (LSR) format and PNP due date intervals.

8. CLEC shall adhere to SWBT's reserved number terms and conditions.

D. Obligations of Both Parties

1. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2. Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

4. Intracompany testing shall be performed prior to scheduling to intercompany testing.

5. Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Southwest Region for porting.

6. Each Party shall abide by NANC and Southwest Region provisioning and implementation process.

E. Limitations Of Service.

1. Telephone numbers can be ported only within SWBT toll rate centers as approved by State Commissions.

2. Telephone numbers in the following SWBT NXXs shall not be ported: wireless NXXs, SWBT Official Communications Services (OCS) NXXs.

3. Telephone numbers with NXXs dedicated to choke networks are not portable via LRN. Choke numbers will be ported as described in Section IV of this Appendix.

F. Service Descriptions

1. The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2. When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3. When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

4. The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

5. The N-1 carrier (N carrier is the responsible party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

6. If CLEC chooses not to fulfill their N-1 carrier responsibility, SWBT will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

7. The CLEC shall be responsible for payment of charges to SWBT for any queries made on the N-1 carrier's behalf.

G. Pricing

The price of PNP queries shall be the same as those in Section 34 of the FCC No. 73 Access Services Tariff.

III. INP TO PNP TRANSITION

A. SWBT will deploy LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they want LRN deployed.

B. CLECs shall issue LSRs to change their existing INP accounts to PNP within a 90 day window for all selected switches in an MSA which starts immediately after the PNP Phase completes for that MSA, e.g. for all selected switches in the Houston MSA, the window starts 5/26/98 and completes 8/26/98.

C. INP will not be provided in a SWBT switch once LRN has been deployed in that switch.

D. The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those TNs are homed indicating the volume of orders involved in the INP to PNP transition.

IV. MASS CALLING CODES

GENERAL

Mass calling codes, i.e., choke NXXs, are used in a network serving arrangement provided by SWBT special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching

capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

Given the potentially hazardous effect calling conditions of this nature could have on the network, SWBT will provide mass calling code portability using a non-LRN solution.

A. Service Provided

SWBT will offer the ability to port telephone numbers with mass calling NXX code via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SWBT mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the SWBT mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the SWBT choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

When a CLEC requests that a SWBT number with mass calling NXX code be ported to their network, SWBT will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

B. Obligations of SWBT

SWBT will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the SWBT CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

SWBT will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SWBT shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

C. Obligations of CLEC

CLEC shall agree to adhere to SWBT's Local Service Request (LSR) format and mass calling due date intervals.

The CLEC shall provide the facility and DID trunk group from the SWBT CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

D. CLEC Mass Calling Codes

Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SWBT mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SWBT's tandem to the CLEC. In order to allow the parties time to order and install such mass calling trunks, the CLEC shall provide SWBT notification of its intention to deploy mass calling NXX code(s) at least 90 days before such codes are opened in the LERG. See Appendix ITR for more information regarding this mass local interconnection trunk group MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SWBT and CLEC both provide mass calling trunking, both parties' mass calling trunks may ride the same DS1 facility.

E. Limitations of Service

CLEC shall adhere to SWBT's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original end user, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

V. PROVISION OF INP AND PNP BY CLEC TO SWBT

CLEC shall provide INP and PNP to SWBT under no less favorable terms and conditions as when SWBT provides such services to CLEC.

VI. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability(PNP)Bona Fide Request (BFR) is a process which Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report And Order And Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SWBT is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its SWBT Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the SWBT Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date[4]: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes:[1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____

_____(CLLI 2): _____

_____

_____(CLLI 3): _____

Authorized company representative signature/title:

APPENDIX OSS-RESALE

APPENDIX OSS

ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1. General Conditions

1.1 This Appendix sets forth the terms and conditions under which SWBT provides nondiscriminatory access to SWBT's operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance / repair, and billing.

1.2 Resale functions will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC).

1.3 CLEC agrees to utilize SWBT electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services through SWBT. In addition, CLEC agrees that such use will comply with the summary of SWBT's Operating Practice No. 113, Protection of Electronic Information, titled Competitive Local Exchange Carrier Security Policies and Guidelines. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

1.4 CLEC's access to pre-order functions described in 2.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where CLEC has obtained an authorization for release of CPNI from the end-user and has obtained an authorization to become the end user's local service provider. The authorization for release of CPNI must substantially reflect the following:

1.4.1 "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

1.4.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

1.5 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement and applicable SWBT tariffs. All exception handling must be requested manually from the LSC.

1.6 In areas where Resale order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will use manual processes. Should SWBT develop electronic interfaces for these functions for itself, SWBT will make electronic access available to CLEC.

1.7 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. CLEC will also provide a single point of contact for technical issues related to the electronic interfaces.

1.8 SWBT and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services.

1.9 SWBT reserves the right to modify or discontinue the use of any system or interface as it deems appropriate. Provided however,

(a) SWBT shall provide CLEC with at least 90 days prior written notice of any planned discontinuance and provide CLEC with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon CLEC request, SWBT shall also provide a reasonable transition period.

(b) SWBT shall provide CLEC with reasonable prior written notice of any significant system modifications.

1.10 If CLEC elects to utilize electronic interfaces based upon industry guidelines for Resale, SWBT and CLEC agree to participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SWBT may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SWBT are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SWBT has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

1.11 Due to enhancements and on-going development of access to SWBT's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 1.9 of this Appendix, SWBT agrees that interfaces phased out will be accompanied with proper notice.

1.12 CLEC is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Southwestern Bell OSS Functions."

2. Pre-Order

2.1 SWBT will provide real time access to pre-order functions to support CLEC ordering of Resale services. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SWBT ordering requirements.

2.2 Pre-ordering functions for Resale services include:

2.2.1 Features and services available at a valid service address (as applicable);

2.2.2 Access to SWBT retail or resold customer proprietary network information (CPNI) for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC, and a customer authorization for release of CPNI complies with conditions as described in section 1.4 of this Appendix.)

2.2.3 A telephone number (if the customer does not have one assigned) with the customer on-line;

2.2.4 Service availability dates to the customer;

2.2.5 Information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 Service address verification.

2.3. Electronic Access to Pre-Order Functions: SWBT will provide CLEC access to one or more of the following systems:

2.3.1 Resale Services Pre-order System Availability:

2.3.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SWBT provides CLEC access to the functions of pre-ordering when R-EASE is utilized to order SWBT Residential Resale Services.

2.3.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SWBT provides CLEC access to the functions of pre-ordering when such access is utilized to order SWBT Business Resale Services.

2.3.1.3 DataGate is a transaction-based data query system through which SWBT provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow CLEC to access the pre-order functions for Resale services by CLEC developing its own end-user interface. SWBT and CLEC agree to cooperate in developing and implementing an electronic communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which SWBT is providing.

2.3.1.4 Verigate is an end-user interface developed by SWBT that provides access to the pre-ordering functions for Resale Services. Verigate may be used in connection with electronic or manual ordering. Verigate is accessible via Toolbar.

2.3.2 Other Pre-order Function Availability:

2.3.2.1 Where pre-ordering functions are not available electronically CLEC will manually request this information from SWBT's LSC for inclusion on the service order request.

2.3.2.2 In addition to electronic interface access to pre-order information, upon request but not more frequently than once a month, SWBT will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically, the following database information may be electronically provided, Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The parties recognize such information must be used to construct order requests only in exception handling situations.

3. Ordering/Provisioning

3.1 SWBT provides real time access to ordering functions (as measured from the time SWBT receives accurate service requests from the interface) to support CLEC provisioning of Resale services via one or more electronic interfaces. To order Resale services, CLEC will format the service request to identify what features, services, or elements it wishes SWBT to

provision in accordance with SWBT ordering requirements. SWBT will provide CLEC access to one or more of the following systems or interfaces:

3.2 Resale Services Order Request System Availability:

3.2.1 R-EASE is available for the generation of Residential Resale services orders. Ordering flows are available via this system.

3.2.2 B-EASE is available for the generation of Business Resale services orders. Ordering flows are available via this system.

3.2.3 Service Order Retrieval and Distribution (SORD) interface provides CLECs with the ability to create certain complex Resale orders that cannot be ordered through EASE, EDI or LEX. In addition, the SORD interface supports the modification of Service Orders submitted electronically by CLEC. Should CLEC elect to correct service order errors via SORD, CLEC will be responsible for correcting all errors occurring prior to completion, on any orders submitted electronically by CLEC.

3.2.4 SWBT makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SWBT ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's Resale ordering requirements.

3.2.5 LEX is an end-user interface that provides access to the ordering functions for Resale Services.

3.3 Provisioning for Resale services: SWBT will provision Resale Services as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.3.1 Order Status will allow CLEC to check service order status. Order Status is accessible via SWBT Toolbar. In addition, pending orders can be viewed in SORD.

3.3.2 In cases of EDI ordering, SWBT will provide CLEC with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide CLEC with a FOC for each Resale service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide CLEC with an 855 EDI transaction-based Order Completion that states when that order was completed. CLEC may submit supplement requests via the 860 EDI transaction, and, where available, SWBT will provide CLEC an 865 EDI transaction-based Completion notice.

3.3.2.1 The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD: 1) Errors occurring between application and distribution must be corrected within 5 hours for a simple order and within 24 hours for a complex order; 2)Error Service Order Image (ESOI) errors must be corrected within 3 business hours. Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified above. Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.

3.3.3 In cases of EDI ordering, SWBT will provide CLEC with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide CLEC with a FOC for each Resale service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide CLEC with an 855 EDI transaction-based Order Completion that states when that order was completed. CLEC may submit supplement requests via the 860 EDI transaction, and, where available, SWBT will provide CLEC an 865 EDI transaction-based Completion notice.

3.3.4 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

3.3.4.1 The Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD: 1) Errors occurring between application and distribution must be corrected prior to releasing the order from EASE; 2) Error Service Order Image (ESOI) errors must be corrected within 3 business hours Service orders will be excluded from calculation of the results for the related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified above. Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.

4. Maintenance/Repair

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resales. Upon request, CLEC may access these functions via the following methods:

4.1.1 Trouble Administration (TA) system access provides CLEC with SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC end-users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SWBT Toolbar.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SWBT. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SWBT will exchange requests over a mutually agreeable X.25-based network.

5. Billing

5.1 SWBT shall bill CLEC for resold services. SWBT shall send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SWBT will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SWBT.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 CLEC may receive Bill Plus™, an electronic version of their bill as described in and in accordance with SWBT's Local Exchange Tariff.

5.2.2 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

5.2.3 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

5.2.4 SWBT shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.5 CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's customers change their Competitive Local Exchange Carrier.

6. Remote Access Facility

6.1 CLEC must access the following SWBT OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD Supplement and via Toolbar, Trouble Administration, Order Status, Verigate, LEX, and

Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 6.2. CLEC may utilize a port to access these interfaces to perform the supported functions in any SWBT state where CLEC has executed an Appendix OSS and purchases System Access in that state.

6.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SWBT LRAF. CLEC shall pay the cost of the call if Switched Access is used.

6.3 CLEC shall use TCP/IP to access SWBT OSS via the LRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id /password unique to each individual for accessing a SWBT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

6.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF access plans in detail and schedule testing of such connections.

7. Operational Readiness Test (ORT) for Ordering/Provisioning and Repair/ Maintenance Interfaces

7.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions ORT will be completed in conformance with agreed upon processes and implementation dates.

7.2 Prior to live system usage, CLEC must complete user education classes for SWBT-provided interfaces that affect the SWBT network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be required for R-EASE, B-EASE, LEX, SORD Supplement and Trouble Administration. Optional classes will be available for Order Status and Verigate. Classes are train-the-trainer format to enable CLEC to devise its own coursework for its own employees. Charges apply to training delivery. Schedules will be made available upon request and are subject to change, with class lengths varying. Ongoing class schedules may be requested from the CLEC's account manager.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650

9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

7.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SWBT and CLEC payment is due 30 days later. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

7.4 Class dates will based upon SWBT availability and will be coordinated between CLEC, Account Manager and Product Management.

7.5 CLEC agrees to pay cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. CLEC agrees to provide to SWBT completed registration forms for each student no later than one week prior to the scheduled training class.

7.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SWBT or SBC system are strictly prohibited.

7.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize capabilities SWBT's OSS in accordance with this Appendix.

8. Rates

8.1 CLEC requesting access to one or more of the SWBT OSS functions (i.e., pre-ordering, ordering / provisioning, maintenance / repair, billing) agrees to pay the following rate:

System Access	$ 3,345.00/ month

8.2 CLEC requesting functions via interfaces that require connection to the Remote Access Facility, as described in section 6, agrees to pay the following rate(s) depending upon on method of access utilized:

Remote Access Facility Access Methods	
Direct Connection Per Port	$ 1,580.00/ month
Dial Up Per Port	$ 316.00/ month

8.3 CLEC requesting the Bill Plus™, as described in 5.2.1, agrees to pay applicable tariffed rate, less Resale discount.

8.4 CLEC requesting the billing function for Usage Billable Records, as described in 5.2.4, agrees to pay $.003 per message transmitted.

8.5 CLEC requesting the Local Disconnect Report, as described in 5.2.5, agrees to pay $0.10 per record transmitted.

8.6 Should unforeseen modifications and costs to provision OSS functions become required by SWBT or industry guidelines, or by regulatory rulings, SWBT reserves the right to modify its rate structure. In addition, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SWBT on an Individual Case Basis (ICB) and priced as such.

9. Effective Date, Term

9.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending commission approval, 10 days after it is filed with the state commission. Alternatively, this Appendix will be effective upon approval by the state commission when it is approved as a part of the Interconnection Agreement.

10. Applicability of Other Rates, Terms and Conditions

10.1 This appendix, and every service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such service; and all such rates, terms and conditions are incorporated by reference herein and as part of every service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions of the Resale Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each service provided hereunder: description of rates and charges for services, terms and conditions for resale of services, responsibilities of SWBT, additional responsibilities of the parties, additional responsibilities of CLEC, termination of service to CLEC, changes in subscriber carrier selection, notices, effective date, term, disclaimer of warranties, limitation of liability, force majeure, nondisclosure, dispute resolution, verification reviews, compliance with laws, intervening law and preservation of rights.

APPENDIX
ORDERING AND PROVISIONING-
UNE

APPENDIX ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

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

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

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

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

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

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

an unbundled Local Switch Port, and does not order customized routing, SWBT will provide CLEC access to SWBT's local network elements for the purposes of completing CLEC end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. CLEC will pay the charges for usage of those elements in accordance with Appendix Pricing.

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

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

2.0 Pre-Order Interface

2.1 SWBT and CLEC agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information). The dispatch requirement and due date functionality (this due date functionality is specific to

unbundled elements ordered in combination) will be provided not later than 90 days following the effective date of the revised Interconnection Agreement.

3.0 Ordering and Provisioning Interface

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

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

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

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

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

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

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

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

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

3.8 SWBT will provide the following to CLEC upon request:

3.8.1 Design Layout Record Card for designed unbundled Network Elements;

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

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

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

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

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

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

3.12 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be

given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.

4.0 Pre-Ordering and Ordering Interface Requirements

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

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

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

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

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

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

4.2.5 provide service availability dates to the customer;

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

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

4.2.8 perform address verification.

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

5.0 Ordering Requirements

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

5.2 Intentionally left blank

5.2.1 Intentionally left blank

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

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

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

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

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

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

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

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

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

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

6.0 Provisioning Requirements

6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification

process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

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

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

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

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

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

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

or missed appointment when SWBT becomes aware of the jeopardy or missed appointment. Alternatively, CLEC may access provisioning status information via the SWBT Order Status Application on the SWBT Toolbar.

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

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

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

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

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

7.0 Performance Requirements

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

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

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

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

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

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

8.0 Intervals For Order Completion for UNE and Other Items

8.1 SWBT will provide the provisioning intervals as outlined in Appendix Failure to Meet Performance Criteria of this Agreement.

9.0 Operational Readiness Test (ORT) for Ordering/Provisioning

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

10.0 Pricing

Charges for the relevant services provided under this Appendix and prices for access to OSS are included in Appendix Unbundled Network Elements, Appendix Pricing labeled "Operations Support Systems (OSS)".

11.0 Applicability of Other Rates, Terms and Conditions

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