

the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

- [ ] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

### **ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

By: \_\_\_\_\_

Signature of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

President – Industry Markets

Position/Title of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City and State of Execution by SWBT

OMNIPLEX COMMUNICATIONS GROUP, LLC

Applicant's Name (Printed or Typed)

By: \_\_\_\_\_

Signature of Applicant's Authorized Officer/Employee

\_\_\_\_\_  
Name of Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Position/Title of Authorized Officer/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City and State of Execution by Applicant

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

**APPENDIX I**  
**SCHEDULE OF RATES, FEES AND CHARGES (SWBT)**

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

**A) Pole Attachment Fees**

**1) General**

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

2) Fees (1999 Rates)

<u>Semiannual Pole Attachment Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Per pole attachment (cable service only)	<u>\$ 2.85</u>	<u>\$ 1.425</u>
Per pole attachment (telecommunications carriers)	<u>\$ 2.85</u>	<u>\$ 1.425</u>
Per pole attachment (other)	<u>\$ N/A</u>	<u>\$ N/A</u>

B) Conduit Occupancy Fees

1) General

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

2) Fees (1999 Rates)

<u>Semiannual Per Foot Conduit Occupancy Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Full duct/duct foot (cable service only)	<u>\$ 0.92/ft</u>	<u>\$ 0.46/ft</u>
Full duct/duct foot (telecommunications carriers)	<u>\$ 0.92/ft</u>	<u>\$ 0.46/ft</u>
Full duct/duct foot (other)	<u>\$ N/A</u>	<u>\$ N/A</u>
Half duct/duct foot (cable service only)*	<u>\$ 0.46/ft</u>	<u>\$ 0.23/ft</u>
Half duct/duct foot (telecommunications carriers)*	<u>\$ 0.46/ft</u>	<u>\$ 0.23/ft</u>
Half duct/duct foot (other)*	<u>\$ N/A</u>	<u>\$ N/A</u>

\*Each inner duct is billed at the half duct rate.

- a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

- b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.
  - c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.
  - d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.
  - e) When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.
- C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.
- D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.
- E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay (1) half of SWBT's charges for the project at 50 percent

job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 % job completion and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

- F) Construction Inspectors. When installation, maintenance, or similar routine work is performed within or in the vicinity of SWBT's conduit system by Applicant's personnel, certified, based on industry standards, the parties shall share the costs of a single SWBT employee reviewing the work, whether in an emergency or non-emergency situation. Applicant shall be responsible for providing SWBT with documentation sufficient to show that its personnel have been certified based on industry standards and shall identify the certifying agency and applicable industry standards. When the work is being performed by a contractor agreed upon by Applicant and SWBT, SWBT shall be responsible for the costs of construction inspectors sent to inspect the contractor's work. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system by persons other than contractors approved by SWBT or certified personnel acting on Applicant's behalf, or where the work is work other than installation, maintenance, or similar routine work, Applicant shall pay SWBT's full costs attributable to having a construction inspector present. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for the applicable percentage of actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project and applying the applicable cost-sharing percentage.
- G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be

computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.

- H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, and pending the establishment of permanent cost-based rates, a one-time contract administration fee of \$125.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding \$125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.
- I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.
- J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.
- K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.



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

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

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

Applicant's legal name is: Omniplex Communications Group, LLC

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

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

\_\_\_\_\_  
\_\_\_\_\_.

Applicant is:

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

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

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

Applicant represents that Applicant is:

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

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

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

\_\_\_\_\_

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

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

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

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#### APPENDIX IV INSURANCE REQUIREMENTS (SWBT)

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

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

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

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

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

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

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

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

b) Minimum policy limits shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

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

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
6500 W. Loop South, Zone 5.3  
Bellaire, Texas 77401  
ATTENTION: Utility Liaison Supervisor

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

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

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

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

**APPENDIX V**  
**NONDISCLOSURE AGREEMENT (SWBT)**

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

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Omniplex Communications Group LLC  
Recipient (Print or Type Name)

Southwestern Bell Telephone Company

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 648

City/State/Zip: Kansas City, Missouri 64106

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

Name: Daniel Goodwin

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141

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

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

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

The Utility Liaison Supervisor for Texas is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name: W. L. Ford

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 6500 W. Loop South, Zone 5.3

City/State/Zip: Bellaire, Texas 77401



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

**APPENDIX IX  
ENVIRONMENTAL NOTICE (ARKANSAS)**

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

This addendum supplements Section 10.01 of the Master Agreement. Section 10.01 provides in part that if SWBT personnel involved in the processing of Applicant's request for access become aware of hazardous substances at a site requested by Applicant, SWBT shall promptly advise Applicant and shall, at Applicant's request, discuss issues associated with the presence of such hazardous substances. Section 10.01(a) further provides in part that SWBT, no later than 45 days after Applicant's submission of the license application, shall disclose to Applicant any hazardous substances known by SWBT to be present at the site.

As ordered by the Arkansas Public Service Commission, the disclosure of hazardous substances shall be made within 20 days after Applicant's submission of the license application.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: \_\_\_\_\_  
Signature of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Date

CLEC  
Applicant's Name (Printed or Typed)

By: \_\_\_\_\_  
Signature of Applicant's Authorized Officer/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City and State of Execution by Applicant

## **APPENDIX-PRICING (MISSOURI)**

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## 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company (SWBT) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 As used herein, (**SWBT-M**) means the above listed ILEC doing business in Missouri.
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-M** and CLEC will negotiate prices.
- 1.4 The following defines the zones found in the Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <b>SWBT-M</b> exchanges which are classified as Rate group D exchanges in <b>SWBT-M</b> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <b>SWBT-M</b> exchanges which are classified as Rate group B exchanges in <b>SWBT-M</b> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <b>SWBT-M</b> exchanges which are classified as Rate group A exchanges in <b>SWBT-M</b> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <b>SWBT-M</b> exchanges which are classified as Rate group C exchanges in <b>SWBT-M</b> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.5 For modifications of **SWBT-M**'s plant facilities see the BFR process to satisfy the CLEC request.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for

elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don’t answer” status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SWBT-M will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SWBT-M will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

### 3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an end user currently receiving non-complex service from the SWBT-M network, without any changes to SWBT-M’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC’s SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT-M to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

#### **4. BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

#### **5. 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

TBD-To Be Determined  
 NRO-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Network Interface Device (NID)</b>					
Disconnect Loop from inside wiring, per NID		NA		\$ 71.45	\$ 35.70
<b>Unbundled Loops</b>					
2-Wire Analog - Metro (Zone 1)		\$ 12.71		\$ 26.07	\$ 11.09
2-Wire Analog - Suburban (Zone 2)		\$ 20.71		\$ 26.07	\$ 11.09
2-Wire Analog - Rural (Zone 3)		\$ 33.29		\$ 26.07	\$ 11.09
2-Wire Analog - Urban (Zone 4)		\$ 18.23		\$ 26.07	\$ 11.09
Conditioning for dB Loss		\$ 6.63		\$ 22.76	\$ 8.58
4-Wire Analog - Metro (Zone 1)		\$ 19.79		\$ 28.77	\$ 11.09
4-Wire Analog - Suburban (Zone 2)		\$ 35.35		\$ 28.77	\$ 11.09
4-Wire Analog - Rural (Zone 3)		\$ 61.16		\$ 28.77	\$ 11.09
4-Wire Analog - Urban (Zone 4)		\$ 30.08		\$ 28.77	\$ 11.09
2-Wire Digital - Metro (Zone 1)		\$ 25.79		\$ 57.77	\$ 30.22
2-Wire Digital - Suburban (Zone 2)		\$ 42.10		\$ 57.77	\$ 30.22
2-Wire Digital - Rural (Zone 3)		\$ 58.44		\$ 57.77	\$ 30.22
2-Wire Digital - Urban (Zone 4)		\$ 41.44		\$ 57.77	\$ 30.22
4-Wire Digital - Metro (Zone 1)		\$ 101.18		\$ 136.63	\$ 53.94
4-Wire Digital - Suburban (Zone 2)		\$ 106.06		\$ 136.63	\$ 53.94
4-Wire Digital - Rural (Zone 3)		\$ 107.89		\$ 136.63	\$ 53.94
4-Wire Digital - Urban (Zone 4)		\$ 101.39		\$ 136.63	\$ 53.94
<b>PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology</b>					
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology					
Zone 1		\$ 25.79		\$ 57.77	\$ 30.22
Zone 2		\$ 42.10		\$ 57.77	\$ 30.22
Zone 3		\$ 58.44		\$ 57.77	\$ 30.22
Zone 4		\$ 41.44		\$ 57.77	\$ 30.22
b. 2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL")					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology</b>					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD #3 Capable Loop - Mid-band Symmetric Technology:</b>					
a. 2-Wire Mid-band Symmetric Technology					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
b. 4-Wire Mid-band Symmetric Technology					
Zone 1		\$ 19.79		\$ 28.77	\$ 11.09
Zone 2		\$ 35.35		\$ 28.77	\$ 11.09
Zone 3		\$ 61.16		\$ 28.77	\$ 11.09
Zone 4		\$ 30.08		\$ 28.77	\$ 11.09
<b>PSD #4 Capable Loop - 2 Wire High-band Symmetric Technology</b>					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology</b>					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
<b>PSD #7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology</b>					
Zone 1		\$ 12.71		\$ 26.07	\$ 11.09
Zone 2		\$ 20.71		\$ 26.07	\$ 11.09
Zone 3		\$ 33.29		\$ 26.07	\$ 11.09
Zone 4		\$ 18.23		\$ 26.07	\$ 11.09
<b>Loop Qualification Process</b>		NA		\$ 15.00	
<b>DSL Conditioning Options</b>					
Removal of Repeaters		NA		\$ 289.51	\$ 13.74
Removal of Bridged Taps and Repeaters		NA		\$ TBD	\$ TBD
Removal of Bridged Taps		NA		\$ 484.19	\$ 24.24
Removal of Bridged Taps and Load Coils		NA		\$ TBD	\$ TBD
Removal of Load Coils		NA		\$ 797.78	\$ 18.18
Conditioning of loops over 17,500 ft.		NA		TBD	TBD

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Loop Cross Connects</b>					
Analog Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 4.20		\$ 142.25	\$ 118.60
	4-wire cross connect (Without Testing)	\$ 0.63		\$ 25.38	\$ 17.73
Digital Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 136.40	\$ 112.75
	2-wire cross connect (Without Testing)	\$ 0.31		\$ 19.96	\$ 12.69
	4-wire cross connect	\$ 11.30		\$ 229.05	\$ 225.05
	ADSL Shielded Cross connect to Collocation	\$ 0.80		\$ 19.96	\$ 12.69
<b>Cross Connects to Point of Access (POA)</b>					
Analog Loop to POA					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 102.60	\$ 88.00
	4-Wire-Mth2,3,4	\$ 1.60		\$ 102.60	\$ 88.00
	4-Wire-Mth5	\$ 1.25		\$ 102.60	\$ 88.00
Digital Loop to Point of Access					
	2-Wire-Mth1	\$ 1.15		\$ 88.25	\$ 72.50
	2-Wire-Mth2,3,4	\$ 1.20		\$ 88.25	\$ 72.50
	2-Wire-Mth5	\$ 0.85		\$ 88.25	\$ 72.50
	4-Wire-Mth1	\$ 1.55		\$ 147.90	\$ 101.15
	4-Wire-Mth2,3,4	\$ 1.60		\$ 147.90	\$ 101.15
	4-Wire-Mth5	\$ 1.25		\$ 147.90	\$ 101.15
Switch Ports to Point of Access					
	Analog Line Port - Mth 1	\$ 1.15		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 2,3,4	\$ 1.20		\$ 65.85	\$ 55.85
	Analog Line Port - Mth 5	\$ 0.85		\$ 65.85	\$ 55.85
	BRI Port - Mth 1	\$ 1.55		\$ 75.30	\$ 66.20
	BRI Port - Mth 2,3,4	\$ 1.60		\$ 75.30	\$ 66.20
	BRI Port - Mth 5	\$ 1.25		\$ 75.30	\$ 66.20
	PRI Port - Mth 1	\$ 1.55		\$ 124.35	\$ 115.30
	PRI Port - Mth 2,3,4	\$ 1.60		\$ 124.35	\$ 115.30
	PRI Port - Mth 5	\$ 1.25		\$ 124.35	\$ 115.30
	Analog DID Trunk Port - Mth 1	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 5	TBD		TBD	TBD
	DS1 Trunk Port - Mth 1	TBD		TBD	TBD
	DS1 Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	DS1 Trunk Port - Mth 5	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1 - Mth 1	\$ 12.30		\$ 147.90	\$ 101.15
	DS1 - Mth 2,3,4	\$ 12.35		\$ 147.90	\$ 101.15
	DS1 - Mth 5	\$ 12.00		\$ 147.90	\$ 101.15
	DS3 - Mth 1	ICB		ICB	ICB
	DS3 - Mth 2,3,4	ICB		ICB	ICB
	DS3 - Mth 5	ICB		ICB	ICB
	OC3 - Mth 1	ICB		ICB	ICB
	OC3 - Mth 2,3,4	ICB		ICB	ICB
	OC3 - Mth 5	ICB		ICB	ICB
	OC12 - Mth 1	ICB		ICB	ICB
	OC12 - Mth 2,3,4	ICB		ICB	ICB
	OC12 - Mth 5	ICB		ICB	ICB
	OC48 - Mth 1	ICB		ICB	ICB
	OC48 - Mth 2,3,4	ICB		ICB	ICB
	OC48 - Mth 5	ICB		ICB	ICB
<b>Local Switching (per MOU)</b>		<b>USAGE</b>			
Per Originating or Terminating MOU (Rural - Zone 3)		\$ 0.006841		NA	NA
(Suburban - Zone 2)		\$ 0.006728		NA	NA
(Metro - Zone 1)		\$ 0.005510		NA	NA
Customized Routing		ICB		ICB	ICB



TBD-To Be Determined  
 NRO-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Port Charge Per Month</b>					
	Analog Line Port	\$ 3.35		\$ 95.50	\$ 85.50
	Analog DID Trunk Port	\$ 23.85		\$ 163.85	\$ 163.85
	ISDN BRI Port	\$ 6.65		\$ 15.50	\$ 8.45
	ISDN PRI Port	\$ 198.70		\$ 513.75	\$ 235.95
	DS1 Trunk Port	\$ 255.55		\$ 388.00	\$ 286.75
	Optional Calling Area (Two-Way EAS) Additive	\$ 24.80		NA	NA
<b>Switch Port Cross Connects</b>					
	Switch Port to Collocation	TBD		TBD	TBD
	Analog Line Port to Collocation	TBD		TBD	TBD
	Analog DID Trunk Port to Collocation	TBD		TBD	TBD
	ISDN BRI Port to Collocation	TBD		TBD	TBD
	ISDN PRI Port to Collocation	TBD		TBD	TBD
	DS1 Trunk Port to Collocation	TBD		TBD	TBD
<b>Tandem Switching</b>					
	per Minute of Use	USAGE			
		\$ 0.001514		NA	NA
<b>Common Transport</b>					
	Termination per Minute of Use (Rural - Zone 3)	USAGE			
	(Suburban - Zone 2)	\$ 0.000352		NA	NA
	(Metro - Zone 1)	\$ 0.000332		NA	NA
	(Interzone)	\$ 0.000205		NA	NA
	Facility per Minute, per Mile (Rural - Zone 3)	\$ 0.000387		NA	NA
	(Suburban - Zone 2)	\$ 0.000015		NA	NA
	(Metro - Zone 1)	\$ 0.000007		NA	NA
	(Interzone)	\$ 0.000002		NA	NA
		\$ 0.000003		NA	NA
<b>Blended Transport</b>					
		USAGE		NA	NA
	(Rural - Zone 3)	\$ 0.000912		NA	NA
	(Suburban - Zone 2)	\$ 0.000835		NA	NA
	(Metro - Zone 1)	\$ 0.000671		NA	NA
	(Interzone)	\$ 0.000865			
<b>Dedicated Transport</b>					
	Entrance Facility:				
	DS1 (Rural - Zone 3)	\$ 167.05		\$ 324.50	\$ 128.10
	(Suburban - Zone 2)	\$ 152.15		\$ 324.50	\$ 128.10
	(Metro - Zone 1)	\$ 135.20		\$ 324.50	\$ 128.10
	DS3 (Rural - Zone 3)	\$ 1,434.60		\$ 556.10	\$ 247.30
	(Suburban - Zone 2)	\$ 1,392.75		\$ 556.10	\$ 247.30
	(Metro - Zone 1)	\$ 1,326.80		\$ 556.10	\$ 247.30
	OC3 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	OC12 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	OC48 (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Interoffice Transport:				
	DS1 First Mile (Rural - Zone 3)	\$ 279.30		\$ 455.35	\$ 291.05
	(Suburban - Zone 2)	\$ 151.55		\$ 455.35	\$ 291.05
	(Metro - Zone 1)	\$ 111.45		\$ 455.35	\$ 291.05
	(Interzone)	\$ 200.10		\$ 455.35	\$ 291.05
	Each Additional Mile (Rural - Zone 3)	\$ 14.55		NA	NA
	(Suburban - Zone 2)	\$ 8.75		NA	NA
	(Metro - Zone 1)	\$ 3.10		NA	NA
	(Interzone)	\$ 4.80		NA	NA
	DS3 First Mile (Rural - Zone 3)	\$ 3,384.95		\$ 490.35	\$ 332.75
	(Suburban - Zone 2)	\$ 2,783.40		\$ 490.35	\$ 332.75
	(Metro - Zone 1)	\$ 1,389.45		\$ 490.35	\$ 332.75
	(Interzone)	\$ 3,288.30		\$ 490.35	\$ 332.75
	Each Additional Mile (Rural - Zone 3)	\$ 312.90		NA	NA
	(Suburban - Zone 2)	\$ 304.75		NA	NA
	(Metro - Zone 1)	\$ 81.80		NA	NA
	(Interzone)	\$ 124.45		NA	NA

TBD-To Be Determined  
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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
OC3	First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
OC12	(Metro - Zone 1)	ICB		ICB	ICB
	First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 3)	ICB		ICB	ICB
OC48	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
	First Mile (Rural - Zone 3)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 1)	ICB		ICB	ICB
<b>Multiplexing</b>					
DS1 to Voice Grade		\$ 199.60		\$ 29.85	\$ 17.90
DS3 to DS1		\$ 712.05		\$ 980.20	\$ 924.15
<b>Dedicated Transport Cross Connects</b>					
DS1		\$ 11.30		\$ 229.05	\$ 225.05
DS3		\$ 39.55		\$ 156.25	\$ 109.50
OC3		ICB		ICB	ICB
OC12		ICB		ICB	ICB
OC48		ICB		ICB	ICB
<b>Digital Cross-Connect System</b>					
DCS Port Charge					
DS1		\$ 11.35		\$ 35.70	NA
DS3		\$ 318.10		\$ 35.70	NA
DCS Establishment Charge		NA		\$ 2,379.90	NA
Database Modification Charge		NA		\$ 107.15	NA
Reconfiguration Charge		NA		\$ 1.20	NA
<b>Line Information Database - LIDB</b>					
		<b>USAGE</b>			
Validation Query (Includes SMS & Sleuth)		\$ 0.026 (per query)		NA	NA
Query Transport (Validation and CNAM)		\$ 0.0045 (per query)		NA	NA
CNAM Query (Includes SMS)		\$ 0.0115 (per query)		NA	NA
Service Order Cost		NA		\$ 256.70	NA
Service Establishment Charge		NA		\$ 59.75	NA
LIDB Data Storage & Administration					
Manual Update					
Initial Load		NA		\$ 372.00	\$ 55.00
Subsequent Loads					
Per Month		\$ 51.00		NA	NA
Per 100 Lines Stored		\$ 3.75		NA	NA
<b>800 Database</b>					
		<b>USAGE</b>			
Toll Free Database Query		\$ 0.000445		NA	NA
Call Handling and Destination		\$ 0.000054		NA	NA
<b>SS7</b>					
<b>SS7 Links - Cross Connects</b>					
STP to Collocators Cage - DS0		\$ 74.15		\$ 299.30	\$ 235.75
STP to Collocators Cage- DS1		\$ 53.65		\$ 266.70	\$ 203.15
STP to SWBT MDF - DS0		\$ 74.15		\$ 299.30	\$ 235.75
STP to SWBT DSX Frame-DS1		\$ 53.65		\$ 266.70	\$ 203.15
<b>SS7 Links</b>					
STP Access Connection - 1.544 Mbps		See Dedicated Transport			
STP Access Link - 56 Kbps		\$ 100.16 fixed+			
		\$ 0.91 per mile			
STP Port		\$ 621.65		\$ 455.65	NA
<b>SS7 Signalling</b>					
		<b>USAGE</b>			
SS7 Signalling - per call		\$ 0.000559		NA	NA
STP Trunk Signalling - per octet		\$ 0.00000280		NA	NA
Point Code Addition				\$ 59.75	NA
Global Title Translation Addition				\$ 26.60	NA

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Manual Service Order Charge</b>				<b>Simple</b>	<b>Complex</b>
New Service		NA		\$ 69.70	\$ 285.20
Change		NA		\$ 67.25	\$ 159.65
Record		NA		\$ 41.60	\$ 132.85
Disconnect		NA		\$ 34.90	\$ 76.20
<b>Electronic Simple Service Order Charge</b>		NA		\$ 5.00	NA
<b>Maintenance of Service Charges</b>				First Half-Hour	Add'l Half-Hour
Basic Time		NA		\$ 42.75	\$ 34.20
Overtime		NA		\$ 53.45	\$ 43.35
Premium Time		NA		\$ 64.10	\$ 52.50
<b>Time and Material Charges</b>					
Basic Time		NA		\$ 42.75	\$ 34.20
Overtime		NA		\$ 53.45	\$ 43.35
Premium Time		NA		\$ 64.10	\$ 52.50
<b>Operations Support Systems (OSS)</b>					
System Access		\$ 3,345.00		NA	NA
Remote Access Facility					
Direct Connection		\$ 1,580.00		NA	NA
Dial-up Connection		\$ 316.00		NA	NA
<b>Unbundled Switch Port - Vertical Features</b>					
<b>Analog Line Port Features (per feature per port):</b>					
Call Waiting		NA		\$ 2.65	NA
Call Forwarding Variable		NA		\$ 2.65	NA
Call Forwarding Busy Line		NA		\$ 2.65	NA
Call Forwarding Don't Answer		NA		\$ 2.65	NA
Three-Way Calling		NA		\$ 2.65	NA
Speed Calling - 8		NA		\$ 2.65	NA
Speed Calling - 30		NA		\$ 2.65	NA
Auto Callback/Auto Redial		NA		\$ 2.65	NA
Distinctive Ring/Priority Call		NA		\$ 2.65	NA
Selective Call Rejection/Call Blocker		NA		\$ 2.65	NA
Auto Recall/Call Return		NA		\$ 2.65	NA
Selective Call Forwarding		NA		\$ 2.65	NA
Calling Number Delivery		NA		\$ 2.65	NA
Calling Name Delivery		NA		\$ 2.65	NA
Calling Number/Name Blocking		NA		\$ 2.65	NA
Anonymous Call Rejection (to date only available in Texas)		NA		\$ 2.65	NA
Remote Access to Call Forwarding (RACF)		NA		\$ 2.65	NA
<b>Analog Line Port Features:</b>					
Personalized Ring (per arrangement per port)		NA		\$ 6.35	NA
Hunting Arrangement (per arrangement)		NA		\$ 32.95	NA
<b>Usage Sensitive Analog Line Port Features:</b>					
Call Trace per successful occurrence per port		NA		\$ 6.70	NA
Call Trace per feature per port		NA		\$ 2.65	
<b>ISDN BRI Port Features (per B Channel, unless noted)</b>					
CSV/CSD per ISDN BRI port (required/provided)		NA		\$ 19.65	NA
<b>Basic Electronic Key Terminal Service (EKTS)</b>		NA		\$ 19.65	NA
Basic EKTS provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Call Appearance Call Handling (CACH) EKTS		NA		\$ 23.95	NA
CACH EKTS includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Basic individual features:					
Additional Call Offering		NA		\$ 6.15	NA
Call Forwarding Don't Answer		NA		\$ 6.15	NA
Call Forwarding Interface Busy		NA		\$ 6.15	NA
Call Forwarding Variable		NA		\$ 6.15	NA
Calling Number Delivery		NA		\$ 6.15	NA
Hunt Group for CSD		NA		\$ 6.15	NA
Hunt Group for CSV		NA		\$ 6.15	NA
Message Waiting Indicator		NA		\$ 6.15	NA
Secondary Only Telephone Number		NA		\$ 6.15	NA
Three Way Conference Calling		NA		\$ 6.15	NA
ISDN PRI Port Features					
Backup D Channel		NA		\$ 63.80	NA
Calling Number Delivery		NA		\$ 2.65	NA
Dynamic Channel Allocation		NA		\$ 12.85	NA
DID #s - see Analog DID Trunk Port Features		NA			
Analog Trunk Port Features (per feature per port)					
DID #s - Initial 100 #s		NA		\$ 170.45	NA
Initial 10 #s		NA		\$ 154.20	NA
Subsequent Add or Remove 100 #s		NA		NA	\$ 25.05
Subsequent Add or Remove 10 #s		NA		NA	\$ 8.80
DS1 Digital Trunk Port Features (per feature per port)					
DID #s - see Analog DID Trunk Port Features					
Unbundled Centrex System Options					
Syst		NA		\$ 803.35	NA
Syst		NA		\$ 803.35	NA
System Initial Establishment per Serving Office - (ISDN BRI) Only		NA		\$ 391.05	NA
Syst		NA		NA	\$ 244.60
Syst		NA		NA	\$ 284.95
Syst		NA		NA	\$ 284.95
Syst		NA		NA	\$ 586.30
Syst		NA		NA	\$ 284.95
Analog Line Port (ALP) Features for Unbundled Centrex					
Standard feature initialization per Analog Line Port		NA		\$ 5.40	NA
Individual Features (per feature per port):					
Automatic Callback Calling/Business Group Callback		NA		\$ 6.15	NA
Call Forwarding Variable/Business Group Call Forwarding Variable		NA		\$ 6.15	NA
Call Forwarding Busy Line		NA		\$ 6.15	NA
Call Forwarding Don't Answer		NA		\$ 6.15	NA
Call Hold		NA		\$ 6.15	NA
Call Pickup		NA		\$ 6.15	NA
Call Transfer - All Calls		NA		\$ 6.15	NA
Call Waiting - Intragroup/Business Group Call Waiting		NA		\$ 6.15	NA
Call Waiting - Originating		NA		\$ 6.15	NA

		SWBT Generic Rates			
MISSOURI		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
Call Waiting - Terminating		NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted		NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted		NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted		NA		\$ 6.15	NA
Consultation Hold		NA		\$ 6.15	NA
Dial Call Waiting		NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In		NA		\$ 6.15	NA
Directed Call Pickup - With Barge In		NA		\$ 6.15	NA
Distinctive Ringing and Call Waiting Tone		NA		\$ 6.15	NA
Hunting Arrangement - Basic		NA		\$ 6.15	NA
Hunting Arrangement - Circular		NA		\$ 6.15	NA
Speed Calling Personal (short list)		NA		\$ 6.15	NA
Three Way Calling		NA		\$ 6.15	NA
<b>ISDN BRI Port Features for Unbundled Centrex</b>					
Circuit Switched Voice (CSV)/(CSD) per ISDN BRI Port		NA		\$ 19.65	NA
Standard feature initialization per ISDN BRI Device		NA		\$ 5.40	NA
Individual features (per feature per B Channel)					
Additional Call Offering for CSV		NA		\$ 6.15	NA
Automatic Callback Calling		NA		\$ 6.15	NA
Call Forwarding Busy Line		NA		\$ 6.15	NA
Call Forwarding Don't Answer		NA		\$ 6.15	NA
Call Forwarding Variable		NA		\$ 6.15	NA
Call Hold		NA		\$ 6.15	NA
Call Pickup		NA		\$ 6.15	NA
Call Transfer - All Calls		NA		\$ 6.15	NA
Class of Service Restriction - Fully Restricted		NA		\$ 6.15	NA
Class of Service Restriction - Semi Restricted		NA		\$ 6.15	NA
Class of Service Restriction - Toll Restricted		NA		\$ 6.15	NA
Consultation Hold		NA		\$ 6.15	NA
Dial Call Waiting		NA		\$ 6.15	NA
Directed Call Pickup - Non Barge In		NA		\$ 6.15	NA
Directed Call Pickup - With Barge In		NA		\$ 6.15	NA
Distinctive Ringing		NA		\$ 6.15	NA
Hunting Arrangement - Basic		NA		\$ 6.15	NA
Hunting Arrangement - Circular		NA		\$ 6.15	NA
Speed Calling Personal (short list)		NA		\$ 6.15	NA
Three Way Calling		NA		\$ 6.15	NA
<p>The Parties acknowledge and agree that SWBT has agreed to the rates set forth in the Appendix Pricing UNE Schedule of Prices of this Agreement of UNE loops, Host, BCR, Clearinghouse and White Pages based upon statutes, order, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies. These statutes, orders, rules and regulations are the subject of various current appeals and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the parties' rights and/or obligations pertaining to any matter contained in the interconnection agreement ("a subsequent development"), the relevant provisions of the Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any such law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified.</p>					

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
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 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>RESALE</b>				
	<b>RESALE DISCOUNTS</b>			
	RECURRING	NON-RECURRING		
BUSINESS				
LOCAL EXCHANGE SERVICE				
Business 1 Party	19.20%	19.20%		
Business - Multi-Line Hunting	19.20%	19.20%		
Business Measured	19.20%	19.20%		
Business Measured (HTG Class of Service)	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Radial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Speed Calling 30	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
DID				
DID (First Block of 100 - Category 1)	19.20%	19.20%		
DID (First Block of 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.20%	19.20%		
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.20%	19.20%		
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.20%	19.20%		
DID (with Multifrequency)	19.20%	19.20%		
DID (with Dual-Tone Multifrequency)	19.20%	19.20%		
DID (1st 10 Trunks or access lines)	19.20%	19.20%		
DID (11th thru 50th trunk or network access line)	19.20%	19.20%		
DID (51st trunk or network access line)	19.20%	19.20%		
TRUNKS				
Analog Trunks	19.20%	19.20%		
Digital Trunks	19.20%	19.20%		
AIN				
Area Wide Networking	19.20%	19.20%		
Disaster Routing Service	19.20%	19.20%		
Intelligent Redirectsm	19.20%	19.20%		
Intellinumber	19.20%	19.20%		
Positive ID	19.20%	19.20%		
OTHER				
Bundled Telecommunications Services (e.g., the Works)	19.20%	19.20%		
Customer Alerting Enablement	19.20%	19.20%		
Grandfathered Services	19.20%	19.20%		
Hot Line	19.20%	19.20%		
Hunting	19.20%	19.20%		
Local Operator Assistance Service	13.91%	13.91%		
Night Number associated with Telephone Number	19.20%	19.20%		
Night Number associated with a Terminal	19.20%	19.20%		
Promotions (Greater than 90 days)	19.20%	19.20%		
Preferred Number Service	19.20%	19.20%		
Telebranch®	19.20%	19.20%		

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		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
	TouchTone	19.20%	19.20%		
	Voice Dial	19.20%	19.20%		
	Warm Line	19.20%	19.20%		
	ISDN				
	Digiline	19.20%	19.20%		
	Select Video Plus®	19.20%	19.20%		
	Smart Trunksm	19.20%	19.20%		
	TOLL				
	IntraLATA MTS	19.20%	19.20%		
	MaxiMizer 800®	19.20%	19.20%		
	OutWATS	19.20%	19.20%		
	800 Service	19.20%	19.20%		
	OPTIONAL TOLL CALLING PLANS				
	1+ SAVERsm	19.20%	19.20%		
	1+SAVER Direct	19.20%	19.20%		
	Community Optional Saver	19.20%	19.20%		
	Outstate Calling Area Service	19.20%	19.20%		
	PLEXAR®				
	Plexar I®	19.20%	19.20%		
	Plexar II®	19.20%	19.20%		
	Plexar Custom®	19.20%	19.20%		
	PRIVATE LINE				
	Analog Private Lines	19.20%	19.20%		
	Business Video Service	19.20%	19.20%		
	Digital Loop Service	19.20%	19.20%		
	DOVLink	19.20%	19.20%		
	Foreign Exchange Service	19.20%	19.20%		
	Foreign Serving Office	19.20%	19.20%		
	Frame Relay	19.20%	19.20%		
	Group Alerting Services	19.20%	19.20%		
	MegaLink II®	19.20%	19.20%		
	MegaLink III®	19.20%	19.20%		
	MicroLink I®	19.20%	19.20%		
	MicroLink II®	19.20%	19.20%		
	MultiPoint Video	19.20%	19.20%		
	Service Loop Facility Modification Service	19.20%	19.20%		

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MISSOURI	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
	<b>RESALE DISCOUNTS</b>			
	<b>RECURRING</b>	<b>NON-RECURRING</b>		
RESIDENCE				
LOCAL EXCHANGE SERVICE				
Life Line and Link Up America Services	19.20%	19.20%		
Residence 1 Party	19.20%	19.20%		
Residence Measured	19.20%	19.20%		
EXPANDED LOCAL CALLING				
Mandatory EAS	19.20%	19.20%		
Optional Metropolitan Calling Area	19.20%	19.20%		
VERTICAL SERVICES				
Auto Redial	19.20%	19.20%		
Call Blocker	19.20%	19.20%		
Call Forwarding	19.20%	19.20%		
Call Forwarding - Busy Line	19.20%	19.20%		
Call Forwarding - Busy Line/Don't Answer	19.20%	19.20%		
Call Forwarding - Don't Answer	19.20%	19.20%		
Call Return	19.20%	19.20%		
Call Trace	19.20%	19.20%		
Call Waiting	19.20%	19.20%		
Calling Name	19.20%	19.20%		
Calling Number	19.20%	19.20%		
ComCall®	19.20%	19.20%		
Personalized Ring (1 dependent number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 1st number)	19.20%	19.20%		
Personalized Ring (2 dependent numbers - 2nd number)	19.20%	19.20%		
Priority Call	19.20%	19.20%		
Remote Access to Call Forwarding	19.20%	19.20%		
Selective Call Forwarding	19.20%	19.20%		
Simultaneous Call Forwarding	19.20%	19.20%		
Speed Calling 8	19.20%	19.20%		
Three Way Calling	19.20%	19.20%		
ISDN				
Digiline	19.20%	19.20%		



TBD-To Be Determined  
 NRO-Nonrecurring only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 MISSOURI  
 Generic Rates  
 October 14, 1999

APPENDIX PRICING  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
		<u>RESALE DISCOUNTS</u>			
<u>OTHER (Resale)</u>		RECURRING	NON-RECURRING		
DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%		
Nationwide Listing Services (NLS)		13.91%	13.91%		
TOLL					
Home 800sm		19.20%	19.20%		
IntraLATA MTS		19.20%	19.20%		
OPTIONAL TOLL CALLING PLANS					
1+ SAVERsm		19.20%	19.20%		
1+SAVER Direct		19.20%	19.20%		
Community Optional Saver		19.20%	19.20%		
Outstate Calling Area Service		19.20%	19.20%		
900 Call Restriction		19.20%	19.20%		
Access Services		0%	0%		
Additional Directory Listings		19.20%	19.20%		
Bill Plus		5%	5%		
Company Initiated Suspension Service		0%	0%		
Directory Assistance Services		13.91%	13.91%		
Connections with Terminal Equipment and Communications Equipment		0%	0%		
Consolidated Billing		5%	5%		
Construction Charges		0%	0%		
Customer Initiated Suspension Service		0%	0%		
Exchange Interconnection Service		0%	0%		
Operator Services		13.91%	13.91%		
Local Operator Assistance Service		13.91%	13.91%		
Maintenance of Service Charges		0%	0%		
Prepaid Calling Cards		19.20%	19.20%		
Telecommunications Service Priority Systems		0%	0%		
Toll Billing Exception (Billed Number Screen)		19.20%	19.20%		
Toll Restriction		19.20%	19.20%		
Wireless Carrier Interconnection Services		0%	0%		
Electronic Billing Information Data (daily usage) per message		\$ 0.003		NA	NA
Slamming Investigation Fee		NA		\$ 50.00	\$ 50.00
Local disconnect Report (LDR) Per WTN		\$ 0.10		NA	NA
Simple conversion charge per billable number		NA		\$ 25.00	NA
Electronic conversion orders per billable number		NA		\$ 5.00	NA
Complex conversion orders per billable number		NA		\$ 125.00	NA
SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher		NA		\$ 100.00	NA
OS/DA					
Branding - Resellers					
- Initial Load		NA		\$ 1,072.00	NA
- Subsequent Load		NA		\$ 1,072.00	NA
- Per Call		\$ 0.04		NA	NA
External Rater - Resellers					
- Initial Load		NA		\$ 1,538.54	NA
- Subsequent Rater Load		NA		\$ 623.37	NA
- Subsequent Reference Load		NA		\$ 623.37	NA
Billable Message Records and/or access usage records Per Record Charge					
Full Status RAO Company					
Hosting Company Network		\$ 0.002		NA	NA
National CMDS Network		\$ 0.005		NA	NA
Non-Full Status RAO Company					
Hosting Company Network		\$ 0.007		NA	NA
National CMDS Network		\$ 0.010		NA	NA

MISSOURI		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>OTHER</b>					
Directory Assistance					
	DA - Per Call	\$ 0.401		NA	NA
	DACC - Per Call	\$ 0.240		NA	NA
	Nationwide Listing Services (NLS)	\$ 0.65		NA	NA
	Non Pub Emergency Service	\$ 2.10		NA	NA
	Branding - Facility Based				
	- Initial Load	NA		\$ 1,718.00	NA
	- Subsequent Load	NA		\$ 1,718.00	NA
	- Per Call (Line # based * )	\$ 0.04		NA	NA
	* When unbundled switching is used or where more than one brand required on same trunk group				
	Rate Reference - Facilities Based				
	- Initial Load	NA		\$ 1,939.29	NA
	- Subsequent Rater Load	NA		\$ 716.47	NA
	- Subsequent Reference Load	NA		\$ 716.47	NA
	Directory Assistance Listings (DAL)				
	- Initial Load, per listing	NA		\$ 0.0036	NA
	- Updates, per listing	NA		\$ 0.0045	NA
	- Non-Pub Emergency Message Service	\$2.10		NA	NA
	Operator Services				
	Fully Automated Call Processing (Per completed automated call)	\$ 0.17300		NA	NA
	Operator Assisted Call Processing (Per work second)	\$ 0.02000		NA	NA
	Branding - Facility Based				
	- Initial Load	NA		\$ 1,718.00	NA
	- Subsequent Load	NA		\$ 1,718.00	NA
	- Per Call (Line # based * )	\$ 0.04		NA	NA
	* When unbundled switching is used or where more than one brand required on same trunk group				
	Rate Reference - Facilities Based				
	- Initial Load	NA		\$ 1,939.29	NA
	- Subsequent Rater Load	NA		\$ 716.47	NA
	- Subsequent Reference Load	NA		\$ 716.47	NA
	Intralata Message Rating				
	- Rate per initial load	NA		\$ 605.23	NA
	- Rate per subsequent changes	NA		\$ 605.23	NA
	Local Exchange Routing Guide (LERG)				
	Per NXX	NA		\$ 110.00	NA
	NXX Migration				
	Migration charge/NXX	NA		\$ 10,000.00	NA
	Network Component Service (NCS)	\$ 5.00		\$ 40.00	NA
<b>RECIPROCAL COMPENSATION</b>		<b>USAGE</b>			
<b>Tandem Switching</b>					
	per Minute of Use	\$ 0.001514		NA	NA
<b>Common Transport</b>					
	Termination per Minute of Use (Rural - Zone 3)	\$ 0.000352		NA	NA
	(Suburban - Zone 2)	\$ 0.000332		NA	NA
	(Metro - Zone 1)	\$ 0.000205		NA	NA
	(Interzone)	\$ 0.000387		NA	NA
	Facility per Minute, per Mile (Rural - Zone 3)	\$ 0.000015		NA	NA
	(Suburban - Zone 2)	\$ 0.000007		NA	NA
	(Metro - Zone 1)	\$ 0.000002		NA	NA
	(Interzone)	\$ 0.000003		NA	NA
<b>Local Switching (per MOU)</b>					
	Per Originating or Terminating MOU (Rural - Zone 3)	\$ 0.006841		NA	NA
	(Suburban - Zone 2)	\$ 0.006728		NA	NA
	(Metro - Zone 1)	\$ 0.005510		NA	NA

TBD-To Be Determined  
 NRO-Nonrecurring Only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY

TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates		SWBT NON-REC.	
		SWBT RECURRING			
		Monthly		Initial	Additional
<b>UNBUNDLED NETWORK ELEMENTS</b>					
<b>Network Interface Device (NID)</b>					
Disconnect Loop from inside wiring, per NID		NA		\$ 68 55	\$ 34 25
<b>Unbundled Loops</b>					
2-Wire Analog - Rural (Zone 1)		\$ 18 98		\$ 15 03	\$ 6 22
2-Wire Analog - Suburban (Zone 2)		\$ 13 65		\$ 15 03	\$ 6 22
2-Wire Analog - Metro (Zone 3)		\$ 12 14		\$ 15 03	\$ 6 22
Conditioning for dB Loss		\$ 6 03		\$ 17 54	\$ 16 13
4-Wire Analog - Rural (Zone 1)		\$ 36 06		\$ 15 03	\$ 6 22
4-Wire Analog - Suburban (Zone 2)		\$ 21 52		\$ 15 03	\$ 6 22
4-Wire Analog - Metro (Zone 3)		\$ 15 86		\$ 15 03	\$ 6 22
2-Wire Digital - Rural (Zone 1)		\$ 46 09		\$ 15 03	\$ 6 22
2-Wire Digital - Suburban (Zone 2)		\$ 37 54		\$ 15 03	\$ 6 22
2-Wire Digital - Metro (Zone 3)		\$ 34 91		\$ 15 03	\$ 6 22
4-Wire Digital - Rural (Zone 1)		\$ 76 96		\$ 73 25	\$ 26 68
4-Wire Digital - Suburban (Zone 2)		\$ 75 81		\$ 73 25	\$ 26 68
4-Wire Digital - Metro (Zone 3)		\$ 76 22		\$ 73 25	\$ 26 68
PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology					
a 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology					
Zone 1- Rural		\$ 46 09		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 37 54		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 34 91		\$ 15 03	\$ 6 22
b 2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL")					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
PSD #3 Capable Loop - Mid-band Symmetric Technology:					
a 2-Wire Mid-band Symmetric Technology					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
b 4-Wire Mid-band Symmetric Technology					
Zone 1- Rural		\$ 36 06		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 21 52		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 15 86		\$ 15 03	\$ 6 22
PSD #4 Capable Loop - 2 Wire High-band Symmetric Technology					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
PSD #7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					
Zone 1- Rural		\$ 18 98		\$ 15 03	\$ 6 22
Zone 2- Suburban		\$ 13 65		\$ 15 03	\$ 6 22
Zone 3- Metro		\$ 12 14		\$ 15 03	\$ 6 22
Loop Qualification Process		NA		\$ 14 95	NA
DSL Conditioning Options					
Removal of Repeater Option		NA		\$ 354 65	\$ 16 70
Removal of Bridged Taps and Repeaters		NA		\$ 930 40	\$ 46 85
Removal Bridged Tap Option		NA		\$ 595 20	\$ 30 20
Removal of Bridged Taps and Load Coils		NA		\$ 1,538 75	\$ 52.65
Removal of Load Coil Option		NA		\$ 975 80	\$ 22 50
Conditioning of loops over 17.5 kft Option		NA		TBD	TBD

TBD-To Be Determined  
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 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Loop Cross Connects</b>					
Analog Loop to Collocation					
	2-wire cross connect	\$ 1 55		\$ 27 05	\$ 27 05
	2-wire cross connect (Without Testing)	NA		\$ 6 91	\$ 4 97
	4-wire cross connect	\$ 3 15		\$ 36 20	\$ 36 20
	4-wire cross connect (Without Testing)	NA		\$ 29 56	\$ 29 56
Digital Loop to Collocation					
	2-wire cross connect	\$ 1 55		\$ 27 05	\$ 27 05
	2-wire cross connect (Without Testing)	NA		\$ 6 91	\$ 4 97
	4-wire cross connect	\$ 8 45		\$ 86.95	\$ 54 35
	ADSL Shielded Cross Connect to Collocation	\$ 0 60		\$ 57 75	\$ 57 75
<b>Cross Connects to Point of Access (POA)</b>					
Analog Loop to POA					
	2-Wire - Mth 1	\$ 1 00		\$ 20 70	\$ 20 70
	2-Wire - Mth 2,3,4	\$ 1 00		\$ 20 70	\$ 20 70
	2-Wire - Mth 5	\$ 0 60		\$ 20 70	\$ 20 70
	4-Wire - Mth 1	\$ 1 30		\$ 27 45	\$ 27 45
	4-Wire - Mth 2,3,4	\$ 1 30		\$ 27 45	\$ 27 45
	4-Wire - Mth 5	\$ 0 90		\$ 27 45	\$ 27 45
Digital Loop to Point of Access					
	2-Wire - Mth 1	\$ 1 00		\$ 20 70	\$ 20 70
	2-Wire - Mth 2,3,4	\$ 1 00		\$ 20 70	\$ 20 70
	2-Wire - Mth 5	\$ 0 60		\$ 20 70	\$ 20 70
	4-Wire - Mth 1	\$ 1 30		\$ 146 65	\$ 100 25
	4-Wire - Mth 2,3,4	\$ 1 30		\$ 146 65	\$ 100 25
	4-Wire - Mth 5	\$ 0 90		\$ 146 65	\$ 100 25
Switch Ports to Point of Access					
	Analog Line Port - Mth 1	\$ 1 00		\$ 4 20	\$ 3 35
	Analog Line Port - Mth 2,3,4	\$ 1 00		\$ 4 20	\$ 3 35
	Analog Line Port - Mth 5	\$ 0 60		\$ 4 20	\$ 3 35
	BRI Port - Mth 1	\$ 1 30		\$ 12 60	\$ 12 60
	BRI Port - Mth 2,3,4	\$ 1 30		\$ 12 60	\$ 12 60
	BRI Port - Mth 5	\$ 0 90		\$ 12 60	\$ 12 60
	PRI Port - Mth 1	\$ 1 30		\$ 50 35	\$ 50 35
	PRI Port - Mth 2,3,4	\$ 1 30		\$ 50 35	\$ 50 35
	PRI Port - Mth 5	\$ 0 90		\$ 50 35	\$ 50 35
	Analog DID Trunk Port - Mth 1	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 5	TBD		TBD	TBD
	DS1 Trunk Port - Mth 1	TBD		TBD	TBD
	DS1 Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	DS1 Trunk Port - Mth 5	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1 - Mth 1	\$ 8 40		\$ 107 60	\$ 73 05
	DS1 - Mth 2,3,4	\$ 8 40		\$ 107 60	\$ 73 05
	DS1 - Mth 5	\$ 8 00		\$ 107 60	\$ 73 05
	DS3 - Mth 1	ICB		ICB	ICB
	DS3 - Mth 2,3,4	ICB		ICB	ICB
	DS3 - Mth 5	ICB		ICB	ICB
	OC3 - Mth 1	ICB		ICB	ICB
	OC3 - Mth 2,3,4	ICB		ICB	ICB
	OC3 - Mth 5	ICB		ICB	ICB
	OC12 - Mth 1	ICB		ICB	ICB
	OC12 - Mth 2,3,4	ICB		ICB	ICB
	OC12 - Mth 5	ICB		ICB	ICB
	OC48 - Mth 1	ICB		ICB	ICB
	OC48 - Mth 2,3,4	ICB		ICB	ICB
	OC48 - Mth 5	ICB		ICB	ICB

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 NRO-Nonrecurring Only  
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 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>Local Switching</b>		<b>USAGE</b>			
(statewide)		\$ 0 004436		NA	NA
Per Originating or Terminating MOU (Rural - Zone 1)		\$ 0 004740		NA	NA
(Suburban - Zone 2)		\$ 0 004982		NA	NA
(Metro - Zone 3)		\$ 0 004256		NA	NA
Customized Routing		ICB		ICB	ICB
<b>Port Charge Per Month</b>					
Analog Line Port		\$ 2 65		\$ 93 80	\$ 84 15
Analog DID Trunk Port		\$ 19 65		\$ 167 35	\$ 167 35
ISDN BRI Port		\$ 5 15		\$ 15 20	\$ 8 30
ISDN PRI Port		\$ 160 30		\$ 505 05	\$ 232 00
DS1 Trunk Port		\$ 210 15		\$ 383 10	\$ 282 65
EAS Port Additive		\$ 25 00		NA	NA
<b>Switch Port Cross Connects</b>					
Switch Port to Collocation		TBD		TBD	TBD
Analog Line Port to Collocation		TBD		TBD	TBD
Analog DID Trunk Port to Collocation		TBD		TBD	TBD
ISDN BRI Port to Collocation		TBD		TBD	TBD
ISDN PRI Port to Collocation		TBD		TBD	TBD
DS1 Trunk Port to Collocation		TBD		TBD	TBD
<b>Tandem Switching</b>					
per minute of use		\$ 0 001378		NA	NA
<b>Common Transport</b>		<b>USAGE</b>			
Termination per Minute of Use (Rural - Zone 1)		\$ 0 000375		NA	NA
(Suburban - Zone 2)		\$ 0 000359		NA	NA
(Metro - Zone 3)		\$ 0 000331		NA	NA
(Interzone)		\$ 0 000487		NA	NA
Facility per Minute, per Mile (Rural - Zone 1)		\$ 0 000040		NA	NA
(Suburban - Zone 2)		\$ 0 000013		NA	NA
(Metro - Zone 3)		\$ 0 000005		NA	NA
(Interzone)		\$ 0 000014		NA	NA
<b>Blended Transport</b>		<b>USAGE</b>			
(Rural - Zone 1)		0 001273519		NA	NA
(Suburban - Zone 2)		0 000924799		NA	NA
(Metro - Zone 3)		0 000800092		NA	NA
(Interzone)		0 001066827		NA	NA
<b>Dedicated Transport</b>					
Entrance Facility:					
DS1 (Rural - Zone 1)		\$ 113 80		\$ 414 80	\$ 163 75
(Suburban - Zone 2)		\$ 102 90		\$ 414 80	\$ 163 75
(Metro - Zone 3)		\$ 95 35		\$ 414 80	\$ 163 75
DS3 (Rural - Zone 1)		\$ 1,563 25		\$ 532 25	\$ 236 55
(Suburban - Zone 2)		\$ 1,536 90		\$ 532 25	\$ 236 55
(Metro - Zone 3)		\$ 1,514 15		\$ 532 25	\$ 236 55
OC3 (Rural - Zone 1)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 3)		ICB		ICB	ICB
OC12 (Rural - Zone 1)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 3)		ICB		ICB	ICB
OC48 (Rural - Zone 1)		ICB		ICB	ICB
(Suburban - Zone 2)		ICB		ICB	ICB
(Metro - Zone 3)		ICB		ICB	ICB
Interoffice Transport:					
DS1 First Mile (Rural - Zone 1)		\$ 94 25		\$ 431 40	\$ 261 35
(Suburban - Zone 2)		\$ 84 35		\$ 431 40	\$ 261 35
(Metro - Zone 3)		\$ 76 35		\$ 431 40	\$ 261 35
Each Additional Mile (Rural - Zone 1)		\$ 9 15		NA	NA

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SOUTHWESTERN BELL TELEPHONE COMPANY

TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates		SWBT NON-REC.	
		SWBT RECURRING			
		Monthly		Initial	Additional
DS3	(Suburban - Zone 2)	\$ 2 80		NA	NA
	(Metro - Zone 3)	\$ 1 05		NA	NA
	First Mile (Rural - Zone 1)	\$ 1,559 50		\$ 481 75	\$ 318 25
	(Suburban - Zone 2)	\$ 930 45		\$ 481 75	\$ 318 25
	(Metro - Zone 3)	\$ 762 60		\$ 481 75	\$ 318 25
OC3	Each Additional Mile (Rural - Zone 1)	\$ 252 40		NA	NA
	(Suburban - Zone 2)	\$ 64 25		NA	NA
	(Metro - Zone 3)	\$ 28 45		NA	NA
	First Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
OC12	(Metro - Zone 3)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	First Mile (Rural - Zone 1)	ICB		ICB	ICB
OC48	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
<b>Multiplexing</b>					
DS1 to Voice Grade		\$ 142 20		\$ 254 60	\$ 153 30
DS3 to DS1		\$ 491 20		\$ 1,299 45	\$ 760 10
<b>Dedicated Transport Cross Connects</b>					
DS1		\$ 9 30		\$ 143 75	\$ 97 40
DS3		\$ 31 85		\$ 151 80	\$ 105 40
OC3		ICB		ICB	ICB
OC12		ICB		ICB	ICB
OC48		ICB		ICB	ICB
<b>Digital Cross-Connect System</b>					
DCS Port Charge					
DS1		\$ 34 45		\$ 86 60	NA
DS3		\$ 172 85		\$ 86 60	NA
DCS Establishment Charge		NA		\$ 2,362 45	NA
Database Modification Charge		NA		\$ 108 40	NA
Reconfiguration Charge		NA		\$ 0 10	NA
<b>Line Information Database - LIDB</b>					
		USAGE			
Validation Query (Includes SMS & Sleuth)		\$ 0 026	(per query)	NA	NA
Query Transport (Validation and CNAM)		\$ 0 0045	(per query)	NA	NA
CNAM Query (Includes SMS)		\$ 0 0115	(per query)	NA	NA
Service Order Cost		NA		\$ 250 00	NA
Service Establishment Charge		NA		\$ 57 40	NA
LIDB Data Storage & Administration					
Manual Update					
Initial Load		NA		\$ 372 00	\$ 55 00
Subsequent Loads					
Per Month		\$ 51 00		NA	NA
Per 100 Lines Stored		\$ 3 75		NA	NA
<b>800 Database</b>					
		USAGE			
Toll Free Database Query		\$ 0 000190		NA	NA
Call Handling and Destination		\$ 0 000033		NA	NA

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SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates			
		SWBT RECURRING		SWBT NON-REC.	
		Monthly		Initial	Additional
<b>SS7</b>					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	\$ 65 30		\$ 291 50	\$ 230 05
	STP to Collocators Cage- DS1	\$ 47 40		\$ 259 70	\$ 198 25
	STP to SWBT MDF - DS0	\$ 65 30		\$ 291 50	\$ 230 05
	STP to SWBT DSX Frame-DS1	\$ 47 40		\$ 259 70	\$ 198 25
	SS7 Links				
	STP Access Connection - 1 544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	\$ 100 16	fixed+		
		\$ 0 91	per mile		
	STP Port	\$ 459 60		\$ 436 40	NA
	SS7 Signalling				
	SS7 Signalling - per call	\$ 0 000162		NA	NA
	STP Trunk Signalling - per octet	\$ 0 0000081		NA	NA
	Point Code Addition	NA		\$ 57 40	NA
	Global Title Translation Addition	NA		\$ 25 75	NA
	<b>Manual Service Order Charge</b>			<b>Simple</b>	<b>Complex</b>
	New Service	NA		\$ 69 15	\$ 283 90
	Change	NA		\$ 66 70	\$ 157 65
	Record	NA		\$ 41 15	\$ 132 10
	Disconnect	NA		\$ 34 45	\$ 75 65
	<b>Electronic Simple Service Order Charge</b>	NA		\$ 5 00	NA
	<b>Maintenance of Service Charges</b>			<b>First Half-Hour</b>	<b>Add'l Half-Hour</b>
	Basic Time	NA		\$ 73 10	\$ 35 15
	Overtime	NA		\$ 91 25	\$ 44 20
	Premium Time	NA		\$ 109 45	\$ 53 30
	<b>Time and Material Charges</b>				
	Basic Time	NA		\$ 73 10	\$ 35 15
	Overtime	NA		\$ 91 25	\$ 44 20
	Premium Time	NA		\$ 109 45	\$ 53 30
	<b>Operations Support Systems (OSS)</b>				
	System Access	\$ 3,200 00		NA	NA
	Remote Access Facility				
	Direct Connection	\$ 1,505 00		NA	NA
	Dial-up Connection	\$ 301 00		NA	NA
	<b>Unbundled Switch Port - Vertical Features</b>				
	<b>Analog Line Port Features (per feature per port):</b>				
	Call Waiting	NA		\$ 2 65	NA
	Call Forwarding Variable	NA		\$ 2 65	NA
	Call Forwarding Busy Line	NA		\$ 2 65	NA
	Call Forwarding Don't Answer	NA		\$ 2 65	NA
	Three-Way Calling	NA		\$ 2 65	NA
	Speed Calling - 8	NA		\$ 2 65	NA
	Speed Calling - 30	NA		\$ 2 65	NA
	Auto Callback/Auto Redial	NA		\$ 2 65	NA
	Distinctive Ring/Priority Call	NA		\$ 2 65	NA
	Selective Call Rejection/Call Blocker	NA		\$ 2 65	NA
	Auto Recall/Call Return	NA		\$ 2 65	NA
	Selective Call Forwarding	NA		\$ 2 65	NA
	Calling Number Delivery	NA		\$ 2 65	NA
	Calling Name Delivery	NA		\$ 2 65	NA
	Calling Number/Name Blocking	NA		\$ 2 65	NA
	Anonymous Call Rejection (to date only available in Texas)	NA		\$ 2 65	NA
	Remote Access to Call Forwarding (RACF)	NA		\$ 2 65	NA

TBD-To Be Determined  
 NRO-Nonrecurring Only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>Analog Line Port Features:</b>				
Personalized Ring (per arrangement per port)	NA		\$ 6 35	NA
Hunting Arrangement (per arrangement)	NA		\$ 32 85	NA
<b>Usage Sensitive Analog Line Port Features:</b>				
Call Trace per successful occurrence per port	NA		\$ 6 40	NA
Call Trace per feature per port	NA		\$ 2 65	NA
<b>ISDN BRI Port Features (per B Channel, unless noted)</b>				
CSV/CSD per ISDN BRI port (required/provided)	NA		\$ 19.00	NA
<b>Basic Electronic Key Terminal Service (EKTS)</b>				
Basic EKTS provides:	NA		\$ 19 00	NA
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKTS	NA		\$ 23 30	NA
CACH EKTS includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
<b>Basic individual features:</b>				
Additional Call Offering	NA		\$ 6 00	NA
Call Forwarding Don't Answer	NA		\$ 6 00	NA
Call Forwarding Interface Busy	NA		\$ 6 00	NA
Call Forwarding Variable	NA		\$ 6 00	NA
Calling Number Delivery	NA		\$ 6 00	NA
Hunt Group for CSD	NA		\$ 6 00	NA
Hunt Group for CSV	NA		\$ 6 00	NA
Message Waiting Indicator	NA		\$ 6 00	NA
Secondary Only Telephone Number	NA		\$ 6 00	NA
Three Way Conference Calling	NA		\$ 6 00	NA
<b>ISDN PRI Port Features</b>				
Backup D Channel	NA		\$ 48 45	NA
Calling Number Delivery	NA		\$ 2 65	NA
Dynamic Channel Allocation	NA		\$ 12 00	NA
DID #s - see Analog DID Trunk Port Features				
<b>Analog Trunk Port Features (per feature per port)</b>				
DID #s - Initial 100 #s	NA		\$ 185 25	NA
Initial 10 #s	NA		\$ 178 65	NA
Subsequent Add or Remove 100 #s	NA		NA	\$ 15 85
Subsequent Add or Remove 10 #s	NA		NA	\$ 7 90



TBD-To Be Determined  
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 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY

TEXAS

Rates

October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
<b>DS1 Digital Trunk Port Features (per feature per port)</b>				
DID #s - see Analog DID Trunk Port Features				
<b>Unbundled Centrex System Options</b>				
System Initial Establishment per Serving Office - Analog Only	NA		\$ 653 15	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 653 15	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 304 00	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 160 90
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	\$ 192 00
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 192 00
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	\$ 434 15
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	\$ 192 00
<b>Analog Line Port (ALP) Features for Unbundled Centrex</b>				
Standard feature initialization per Analog Line Port	NA		\$ 5 20	NA
<b>Individual Features (per feature per port):</b>				
Automatic Callback Calling/Business Group Callback	NA		\$ 6 00	NA
Call Forwarding Variable/Business Group Call Forwarding Variable	NA		\$ 6 00	NA
Call Forwarding Busy Line	NA		\$ 6 00	NA
Call Forwarding Don't Answer	NA		\$ 6 00	NA
Call Hold	NA		\$ 6 00	NA
Call Pickup	NA		\$ 6 00	NA
Call Transfer - All Calls	NA		\$ 6 00	NA
Call Waiting - Intragroup/Business Group Call Waiting	NA		\$ 6 00	NA
Call Waiting - Originating	NA		\$ 6 00	NA
Call Waiting - Terminating	NA		\$ 6 00	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6 00	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6 00	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6 00	NA
Consultation Hold	NA		\$ 6 00	NA
Dial Call Waiting	NA		\$ 6 00	NA
Directed Call Pickup - Non Barge In	NA		\$ 6 00	NA
Directed Call Pickup - With Barge In	NA		\$ 6 00	NA
Distinctive Ringing and Call Waiting Tone	NA		\$ 6 00	NA
Hunting Arrangement - Basic	NA		\$ 6 00	NA
Hunting Arrangement - Circular	NA		\$ 6 00	NA
Speed Calling Personal (short list)	NA		\$ 6 00	NA
Three Way Calling	NA		\$ 6 00	NA
<b>ISDN BRI Port Features for Unbundled Centrex</b>				
Circuit Switched Voice (CSV)/(CSD) per BRI	NA		\$ 19 00	NA
<b>Standard feature initialization per ISDN BRI Device</b>	NA		\$ 5 20	NA
<b>Individual features (per feature per B Channel)</b>				
Additional Call Offering for CSV	NA		\$ 6 00	NA
Automatic Callback Calling	NA		\$ 6 00	NA
Call Forwarding Busy Line	NA		\$ 6 00	NA
Call Forwarding Don't Answer	NA		\$ 6 00	NA
Call Forwarding Variable	NA		\$ 6 00	NA
Call Hold	NA		\$ 6 00	NA
Call Pickup	NA		\$ 6 00	NA
Call Transfer - All Calls	NA		\$ 6 00	NA
Class of Service Restriction - Fully Restricted	NA		\$ 6 00	NA
Class of Service Restriction - Semi Restricted	NA		\$ 6 00	NA
Class of Service Restriction - Toll Restricted	NA		\$ 6 00	NA
Consultation Hold	NA		\$ 6 00	NA
Dial Call Waiting	NA		\$ 6 00	NA
Directed Call Pickup - Non Barge In	NA		\$ 6 00	NA
Directed Call Pickup - With Barge In	NA		\$ 6 00	NA
Distinctive Ringing	NA		\$ 6 00	NA
Hunting Arrangement - Basic	NA		\$ 6 00	NA
Hunting Arrangement - Circular	NA		\$ 6 00	NA
Speed Calling Personal (short list)	NA		\$ 6 00	NA
Three Way Calling	NA		\$ 6 00	NA

TBD-To Be Determined  
 NRO-Nonrecurring Only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates		SWBT NON-REC.	
		SWBT RECURRING			
		Monthly		Initial	Additional
Custom Access Treatment Code (TX only)		NA		\$ 6 00	NA
Denied Origination (TX only)		NA		\$ 6 00	NA
Denied Termination (TX only)		NA		\$ 6 00	NA
Intercom Dialing (TX only)		NA		\$ 6 00	NA
<p>The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT is providing CLEC with certain arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies, specifically including, but not limited to, the Texas Public Utility Commission's Order in the Consolidated Arbitration, Docket Nos 16455, 17579, 17587, 16226, 16189, 16196, 16285 and 16290. These statutes, orders, rules and regulations are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that, in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining to any matters contained in this Interconnection Agreement ("a subsequent development"), including but not limited to those provisions subject to pending and future appeals, the relevant provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide such rates, terms and conditions to the Party who originally arbitrated such provisions.</p>					
<b>RESALE</b>					
		<b>RESALE DISCOUNTS</b>			
Business		RECURRING	NON-RECURRING		
LOCAL EXCHANGE SERVICE					
Business 1 Party		21.60%	21.60%		
Business - Multi-Line Hunting		21.60%	21.60%		
Business - Measured		21.60%	21.60%		
Business - Measured (HTG Class of Service)		21.60%	21.60%		
Customer Operated Pay Telephone (COPT)		21.60%	21.60%		
EXPANDED LOCAL CALLING					
EMS - Optional		21.60%	21.60%		
Expanded Local Calling (Mandatory)		21.60%	21.60%		
Extended Area Calling Service - Optional		21.60%	21.60%		
Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%		
Mandatory EACS - Multi-Line Hunting		21.60%	21.60%		
Mandatory EACS - One element measured, 1-party		21.60%	21.60%		
Mandatory EACS - PBX Trunk		21.60%	21.60%		
Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
VERTICAL SERVICES					
Anonymous Call Rejection		21.60%	21.60%		
Auto Redial		21.60%	21.60%		
Auto Redial - Usage Sensitive		21.60%	21.60%		
Call Blocker		21.60%	21.60%		
Call Forwarding		21.60%	21.60%		
Call Forwarding - Busy Line		21.60%	21.60%		
Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
Call Forwarding - Don't Answer		21.60%	21.60%		
Call Return		21.60%	21.60%		
Call Return - Usage Sensitive		21.60%	21.60%		
Call Trace		21.60%	21.60%		
Call Waiting		21.60%	21.60%		
Calling Name		21.60%	21.60%		
Calling Number		21.60%	21.60%		
ComCall®		21.60%	21.60%		
Personalized Ring (1 dependent number)		21.60%	21.60%		
Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
Priority Call		21.60%	21.60%		
Remote Access to Call Forwarding		21.60%	21.60%		

TBD-To Be Determined  
 NRO-Nonrecurring Only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Selective Call Forwarding	21 60%	21 60%		
Simultaneous Call Forwarding	21 60%	21 60%		
Speed Calling 8	21 60%	21 60%		
Speed Calling 30	21 60%	21 60%		
Three Way Calling	21 60%	21 60%		
DID				
DID (First Block of 100 - Category 1)	21 60%	21 60%		
DID (First Block of 10 - Category 1)	21 60%	21 60%		
DID (Each additional block of 10 after first 10 - Category 1)	21 60%	21 60%		
DID (Each additional block of 100 after first 100 - Category 2)	21 60%	21 60%		
DID (Each additional block of 10 assigned over 1st 100 - Category 2)	21 60%	21 60%		
DID (with dial pulse)	21 60%	21 60%		
DID (with Multifrequency)	21 60%	21 60%		
DID (with Dual-Tone Multifrequency)	21 60%	21 60%		
DID (1st 10 Trunks or access lines)	21 60%	21 60%		
DID (11th thru 50th trunk or network access line)	21 60%	21 60%		
DID (51st trunk or network access line)	21 60%	21 60%		
TRUNKS				
Trunk	21 60%	21 60%		
AIN				
Area Wide Networking	21 60%	21 60%		
Caller Intelligence®	21 60%	21 60%		
Disaster Routing Service	21 60%	21 60%		
Intelligent Redirection	21 60%	21 60%		
IntelliNumber	21 60%	21 60%		
Positive ID	21 60%	21 60%		
OTHER				
Customer Alerting Enablement	21 60%	21 60%		
Grandfathered Services	21 60%	21 60%		
Hot Line	21 60%	21 60%		
Hunting	21 60%	21 60%		
Local Operator Assistance Service	21 60%	21 60%		
Night Number associated with Telephone Number	21 60%	21 60%		
Night Number associated with a Terminal	21 60%	21 60%		
Bundled Telecommunications Services (e.g., the Works)	21 60%	21 60%		
Promotions (Greater than 90 days)	21 60%	21 60%		
Preferred Number Service	21 60%	21 60%		
Telebranch®	21 60%	21 60%		
TouchTone (Business)	21 60%	21 60%		
TouchTone (Trunk)	21 60%	21 60%		
Voice Dial	21 60%	21 60%		
Warm Line	21 60%	21 60%		
ISDN				
Digilinesm	21 60%	21 60%		
Select Video Plus®	21 60%	21 60%		
Smart Trunksm	21 60%	21 60%		
DIRECTORY ASSISTANCE SERVICES				
Nationwide Listing Services (NLS)	21 60%	21 60%		
TOLL				
IntraLATA MTS	21 60%	21 60%		
MaxiMizer 800®	21 60%	21 60%		
OutWATS	21 60%	21 60%		
OPTIONAL TOLL CALLING PLANS				
1+SAVERsm	21 60%	21 60%		
PLEXAR®				
Plexar I®	21 60%	21 60%		
Plexar II®	21 60%	21 60%		

TBD-To Be Determined  
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 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS	SWBT Generic Rates			
	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
Plexar Custom	21 60%	21 60%		
PRIVATE LINE				
Analog Private Lines	21 60%	21 60%		
Business Video Service	21 60%	21 60%		
DOVLink	21 60%	21 60%		
Frame Relay	21 60%	21 60%		
MegaLink I®	21 60%	21 60%		
MegaLink II®	21 60%	21 60%		
MegaLink III®	21 60%	21 60%		
MicroLink I®	21 60%	21 60%		
Network Reconfiguration Service	21 60%	21 60%		
RESIDENCE				
LOCAL EXCHANGE SERVICE	<b>RESALE DISCOUNTS</b>			
	RECURRING	NON-RECURRING		
Life Line and Link Up America Services	21 60%	21 60%		
Residence 1 Party	21 60%	21 60%		
Residence Measured	21 60%	21 60%		
EXPANDED LOCAL CALLING				
Expanded Local Calling (Mandatory)	21 60%	21 60%		
Mandatory Extended Area Calling Service (EACS)- 1 Party	21 60%	21 60%		
Mandatory EACS - One element measured, 1 Party	21 60%	21 60%		
EMS - Optional	21 60%	21 60%		
Extended Area Calling Service - Optional	21 60%	21 60%		
VERTICAL SERVICES				
Anonymous Call Rejection	21 60%	21 60%		
Auto Redial	21 60%	21 60%		
Auto Redial - Usage Sensitive	21 60%	21 60%		
Call Blocker	21 60%	21 60%		
Call Forwarding	21 60%	21 60%		
Call Forwarding - Busy Line	21 60%	21 60%		
Call Forwarding - Busy Line/Don't Answer	21 60%	21 60%		
Call Forwarding - Don't Answer	21 60%	21 60%		
Call Return	21 60%	21 60%		
Call Return - Usage Sensitive	21 60%	21 60%		
Call Trace	21 60%	21 60%		
Call Waiting	21 60%	21 60%		
Calling Name	21 60%	21 60%		
Calling Number	21 60%	21 60%		
ComCall®	21 60%	21 60%		
Personalized Ring (1 dependent number)	21 60%	21 60%		
Personalized Ring (2 dependent numbers - 1st number)	21 60%	21 60%		
Personalized Ring (2 dependent numbers - 2nd number)	21 60%	21 60%		
Priority Call	21 60%	21 60%		
Remote Access to Call Forwarding	21 60%	21 60%		
Selective Call Forwarding	21 60%	21 60%		
Simultaneous Call Forwarding	21 60%	21 60%		
Speed Calling 8	21 60%	21 60%		
Three Way Calling	21 60%	21 60%		
DIRECTORY ASSISTANCE SERVICES	21 60%	21 60%		
ISDN				
Digilinesm	21 60%	21 60%		
<b>OTHER (Resale)</b>				
TOLL				
Home 800sm	21 60%	21 60%		
IntraLATA MTS	21 60%	21 60%		
900/976 Call Restriction	21 60%	21 60%		
976 Information Delivery Service	0%	0%		
Access Services	0%	0%		

TBD-To Be Determined  
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SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates		SWBT NON-REC.	
		SWBT RECURRING			
		Monthly		Initial	Additional
	Additional Directory Listings	21 60%	21 60%		
	Bill Plus	5%	5%		
	Cellular Mobile Telephone Interconnection Services	0%	0%		
	Company Initiated Suspension Service	0%	0%		
	Connections with Terminal Equipment and Communications Equipment	0%	0%		
	Consolidated Billing	5%	5%		
	Construction Charges	0%	0%		
	Customer Initiated Suspension Service	0%	0%		
	Distance Learning	21 60%	21 60%		
	Exchange Connection Service	0%	0%		
	Maintenance of Service Charges	0%	0%		
	Shared Tenant Service	0%	0%		
	Telecommunications Service Priority Systems	0%	0%		
	Toll Restriction	21 60%	21 60%		
	Electronic Billing Information Data (daily usage) per message	\$ 0.003		NA	NA
	Slamming Investigation Fee	NA		\$ 50.00	\$ 50.00
	Local disconnect Report (LDR) Per WTN	\$ 0.10		NA	NA
	Simple conversion charge per billable number	NA		\$16.65	NA
	Electronic conversion orders per billable number	NA		\$5.00	NA
	Complex conversion orders per billable number	NA		\$52.55	NA
	OS/DA				
	Branding - Resellers				
	- Initial Load	NA		\$ 1,881.00	NA
	- Subsequent Load	NA		\$ 1,881.00	NA
	- Per Call	\$ 0.03		NA	NA
	External Rater - Resellers				
	- Initial Load	NA		\$ 1,951.83	NA
	- Subsequent Rater Load	NA		\$ 927.61	NA
	- Subsequent Reference Load	NA		\$ 927.61	NA
	Billable Message Records and/or access usage records				
	Per Record Charge				
	Full Status RAO Company				
	Hosting Company Network	\$ 0.002		NA	NA
	National CMDS Network	\$ 0.005		NA	NA
	Non-Full Status RAO Company				
	Hosting Company Network	\$ 0.007		NA	NA
	National CMDS Network	\$ 0.010		NA	NA
	<b>OTHER</b>				
	Directory Assistance				
	DA - Per Call	\$ 0.35		NA	NA
	DACC - Per Call	\$ 0.24		NA	NA
	Nationwide Listing Services (NLS)	\$ 0.65		NA	NA
	Non Pub Emergency Service	\$ 2.10		NA	NA
	Branding - Facility Based				
	- Initial Load	NA		\$ 1,745.00	NA
	- Subsequent Load	NA		\$ 1,745.00	NA
	- Per Call on UNE with Common Transport	\$ 0.03		NA	NA
	Rate Reference - Facilities Based				
	- Initial Load	NA		\$ 1,958.67	NA
	- Subsequent Rater Load	NA		\$ 934.44	NA
	- Subsequent Reference Load	NA		\$ 934.44	NA
	Directory Assistance Listings (DAL)				

TBD-To Be Determined  
 NRO-Nonrecurring Only  
 ICB-Individual Case Basis  
 NA-Not Applicable

SOUTHWESTERN BELL TELEPHONE COMPANY  
 TEXAS  
 Rates  
 October 14, 1999

APPENDIX PRICES - TX  
 SWBT/OMNIPLEX COMMUNICATIONS GROUP, LLC

TEXAS		SWBT Generic Rates		SWBT NON-REC.	
		SWBT RECURRING			
		Monthly		Initial	Additional
- Initial Load, per listing		NA		\$ 0.0011	NA
- Updates, per listing		NA		\$ 0.0014	NA
- Non-Pub Emergency Message Service		\$2 10		NA	NA
Operator Services					
Fully Automated Call Processing (Per completed automated call)		\$ 0.15300		NA	NA
Operator Assisted Call Processing (Per work second)		\$ 0.01700		NA	NA
Branding - Facility Based					
- Initial Load		NA		\$ 1,745.00	NA
- Subsequent Load		NA		\$ 1,745.00	NA
- Per Call on UNE with Common Transport		\$ 0.03		NA	NA
Rate Reference - Facilities Based					
- Initial Load		NA		\$ 1,958.67	NA
- Subsequent Rater Load		NA		\$ 934.44	NA
- Subsequent Reference Load		NA		\$ 934.44	NA
Intralata Message Rating					
Rate per initial load		NA		\$ 602.86	NA
Rate per subsequent changes		NA		\$ 602.86	NA
Local Exchange Routing Guide (LERG)					
Per NXX		NA		\$ 110.00	NA
NXX Migration					
Migration charge/NXX		NA		\$ 10,000.00	NA
Network Component Service (NCS)		\$ 5.00		\$ 40.00	NA
CH processing charge for services					
per originated CH record		\$ 0.02		NA	NA
CH billing message per message		\$ 0.05		NA	NA
<b>RECIPROCAL COMPENSATION</b>					
<b>Tandem Switching</b>					
per minute of use		\$ 0.001378		NA	NA
<b>Common Transport</b>					
Termination per Minute of Use (Rural - Zone 1)		\$ 0.000375		NA	NA
(Suburban - Zone 2)		\$ 0.000359		NA	NA
(Metro - Zone 3)		\$ 0.000331		NA	NA
(Interzone)		\$ 0.000487		NA	NA
Facility per Minute, per Mile (Rural - Zone 1)		\$ 0.000040		NA	NA
(Suburban - Zone 2)		\$ 0.000013		NA	NA
(Metro - Zone 3)		\$ 0.000005		NA	NA
(Interzone)		\$ 0.000014		NA	NA
<b>Local Switching</b>					
(statewide)		\$ 0.004436		NA	NA
Per Originating or Terminating MOU (Rural - Zone 1)		\$ 0.004740		NA	NA
(Suburban - Zone 2)		\$ 0.004982		NA	NA
(Metro - Zone 3)		\$ 0.004256		NA	NA

## **APPENDIX RECORDING**

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## APPENDIX RECORDING

### (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company **SWBT** will provide recording, message processing and message detail services as described in total in Exhibit I, **EXPLANATION OF SERVICE OPTIONS**, and those services specifically selected by CLEC as described in Exhibit II, **SELECTED SERVICE OPTIONS AND METHOD OF PROVISION**, at the rates set forth in Exhibit III, **BASIS OF COMPENSATION**. Exhibits I, II and III are attached hereto and made a part of this Appendix by reference.
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Kansas, Missouri, Arkansas, Oklahoma, and Texas.

#### 2. DEFINITIONS

- 2.1 As used herein and for the purposes of this Appendix, the following terms shall have the meanings set forth below:
  - 2.1.1 Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
  - 2.1.2 Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
  - 2.1.3 Billing Company - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
  - 2.1.4 Centralized Message Distribution System (CMDS) - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **SWBT** and the Billing Company.

- 2.1.5 Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.1.6 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.1.7 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.1.8 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.1.9 Message Processing - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.1.10 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.1.11 Provision of Message Detail - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 2.1.12 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

- 2.1.13 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.1.14 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.1.15 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.1.16 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a **SWBT** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit III-A pertaining to the production and forwarding of AUR data.
- 2.1.17 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SWBT** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SWBT**-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by **SWBT**-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SWBT**.
- 3.2 **SWBT** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SWBT**.
- 3.3 **SWBT** will provide access usage records that are generated by **SWBT**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SWBT**, during the billing period established by **SWBT** and selected by CLEC from Exhibit III-B.

- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SWBT** and provided to CLEC.
- 3.6 Recorded access usage record detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 3.7 **SWBT** will provide message detail to CLEC either on magnetic tapes or in data files, depending on the option contracted for by CLEC in Exhibit III. Only **ONE** method may be selected by the CLEC.

3.7.1 Magnetic Tapes

3.7.1.1 **SWBT** will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

3.7.1.2 CLEC will specify one of the following options for provision of tapes:

- 3.7.1.2.1 **SWBT** may send the tapes to CLEC via first class U.S. Mail Service or an equivalent service of **SWBT**'s choice, or
- 3.7.1.2.2 CLEC may pick up the magnetic tapes at a location designated by **SWBT**.
- 3.7.1.2.3 If, at the request of CLEC, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of CLEC.

3.7.2 Data Files

3.7.2.1 The message detail may be transmitted to CLEC in data files via data lines using software and hardware acceptable to both parties.

- 3.8 In Exhibit III, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SWBT** reserves the right to limit the frequency of transmission to existing **SWBT** processing and work schedules, holidays, etc.
- 3.9 **SWBT** will determine the number of magnetic tapes or data files required to provide the access usage record detail to CLEC.

- 3.10 Recorded access usage record detail previously provided CLEC and lost or destroyed through no fault of SWBT will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SWBT.
- 3.11 When SWBT receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SWBT will forward those messages to CLEC.
- 3.12 When SWBT has rated billable message detail originating from CLEC's End Users requiring billing by another LEC or CLEC, SWBT will forward such messages to the appropriate Billing Company.
- 3.13 SWBT will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

#### 4. BASIS OF COMPENSATION

- 4.1 Compensation for recording, assembly and editing, rating, message processing and provision of messages provided hereunder by SWBT for the CLEC shall be based upon the rates and charges set forth in Exhibit III, BASIS OF COMPENSATION.
- 4.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

#### 5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SWBT is notified that, due to error or omission, incomplete data has been provided to the CLEC, SWBT will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, SWBT shall have no further obligation to recover the data and shall have no further liability to the CLEC.

- 5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of **SWBT** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SWBT** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SWBT**'s liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 **SWBT** will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SWBT**.
- 5.5 The CLEC agrees to defend, indemnify, and hold harmless **SWBT** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.
- 5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SWBT** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SWBT** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 **SWBT** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, **SWBT** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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

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

## **APPENDIX RESALE**



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## APPENDIX RESALE

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to End Users which are made available by Southwestern Bell Telephone Company (**SWBT**) to CLECs for resale.
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Oklahoma, Kansas, Arkansas, and Texas.

### 2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service as determined by the appropriate Commission are set forth in Appendix Pricing. Except as otherwise expressed herein and consistent with **SWBT**'s obligation under Section 251(c)(4)(A) of the Act, CLEC may resell other Telecommunications Services offered by **SWBT** and available at the discount included in Appendix Pricing. Appendix Pricing contains a list of such other Telecommunications Services available for resale at the associated tariff rate.
- 2.2 **SWBT** will make available to CLEC for resale the following **SWBT** services at **SWBT**'s tariffed rate for each service (or in the event a service is not tariffed, at the rate **SWBT** charges its End Users, except as otherwise provided herein):
  - 2.2.1 This section applies only to Missouri, Oklahoma, Kansas, Arkansas, and Texas:
    - 2.2.1.1 Construction Charges
    - 2.2.1.2 Connections with Terminal Equipment and Communication Systems
    - 2.2.1.3 Maintenance of Service Charges
    - 2.2.1.4 Suspension of Service – see Section 4.10.2 of this Appendix.
    - 2.2.1.5 Telecommunications Service Priority Systems
    - 2.2.1.6 Access Services

2.2.1.7 Wireless Carrier Interconnection Services

2.2.1.8 Exchange Connection Services

2.2.1.9 Temporary Suspend/Vacation Service - the applicable wholesale discount rate will apply to the underlying service. See Section 4.10.1 of this Appendix.

2.2.2 This section applies only to Missouri, Kansas, Arkansas and Texas :

2.2.2.1 Distance Learning

2.2.2.2 In Texas only, the Distance Learning discount is in addition to the applicable wholesale discount rate for the underlying service(s) provided.

2.2.2.3 In Arkansas only, Distance Learning services will be made available for resale at no additional discount. The wholesale discount will not apply to the underlying services provided.

2.2.3 This section applies only to Missouri, Kansas, and Texas:

2.2.3.1 Shared Tenant Service

2.2.3.2 When CLEC resells Shared Tenant Service, CLEC will not receive a wholesale discount for the underlying service used in the shared tenant arrangement.

2.2.4 This section applies only to Missouri and Arkansas:

2.2.4.1 Cellular Mobile Telephone Interconnection Services

2.2.5 This section applies only to Kansas:

2.2.5.1 555 Information Services

2.2.6 This section applies only to Texas:

2.2.5.1 976 Information Delivery Service

2.3 **SWBT** will offer products and services for resale pursuant to relevant decisions of the appropriate Commission.

- 2.4 Telecommunications Services will be resold by SWBT to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available for resale at the applicable wholesale discount only to the same End User(s) to which SWBT offers the service.

### 3. GENERAL TERMS AND CONDITIONS OF SERVICE

- 3.1 For services included in this Agreement that are offered by SWBT to SWBT's End Users through tariff(s), the rules and regulations associated with SWBT's retail tariff(s) shall apply except for applicable resale restrictions and except as otherwise provided herein. Use limitations shall be in parity with services offered by SWBT to its End Users.
- 3.2 CLEC shall only sell Plexar® services to a single End User or multiple End Users on continuous properties.
- 3.3 Except where otherwise explicitly permitted in SWBT's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End Users or the aggregation of traffic from multiple End Users onto a single service; however, for the State of Texas, based upon the Texas Commission's Arbitration Order, SWBT will not retain its limitation on aggregation for purposes of the resale of volume discount offers in the State of Texas.
  - 3.3.1 CLEC shall only resell services purchased under this Agreement to the same class of End Users to whom SWBT offers such services (e.g., residence service shall not be resold to business End Users).
- 3.4 CLEC may only resell Lifeline Assistance, Link-Up, and other like services to persons who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC will ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
  - 3.4.1 When certain conditions exist, for example, the End User account qualifies for and is billed the Lifeline Telephone Service rate, Services for the Disabled have been provided, the End User's participation in other program(s) which provide reduced or special rates or subsidies has been certified, and/or sales tax exemptions exist, CLEC may obtain certain information from SWBT's existing customer record for the End User, as set forth in Section 3.4.2 of this Appendix.
  - 3.4.2 In order to determine End User eligibility for the program(s) set forth in Section 3.4.1 of this Appendix, CLEC may obtain associated data from

SWBT's existing customer record for the End User. CLEC is responsible for identifying (in accordance with applicable tariff requirements) and designating any new End Users eligible to participate in such program(s).

3.5 SWBT Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category.

3.5.2 This section applies only to Missouri:

3.5.2.1 SWBT promotions of eighty-nine (89) days or less are not available for resale to CLEC resellers.

3.5.1 This sections applies only to Oklahoma:

3.5.1.1 SWBT promotions of ninety (90) days or less are not available for resale to CLEC resellers.

3.5.2 This section applies only to Kansas only:

3.5.2.1 Promotions on Telecommunications Services are available for resale to CLEC resellers. A wholesale discount (14.9% or 21.6%, as applicable) will be applied to those promotions of ninety-one (91) days or more.

3.5.3 This section applies only to Arkansas:

3.5.3.1 SWBT promotions of ninety (90) days or less are not available for resale to CLEC resellers.

3.5.4 This section applies only to Texas:

3.5.4.1 Promotions on Telecommunications Services are available for resale to CLEC resellers. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.

3.7 CLEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers.

Provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 3.8 An End User Common Line (EUCL) charge and any other appropriate Commission approved charges will continue to apply for each local exchange line resold under this Appendix. All federal rules and regulations associated with EUCL charges, as set forth in SWBT's Tariff FCC 73, also apply.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (PIC and LPIC) change charges associated with each local exchange line. CLEC shall pay for all PIC and LPIC changes at the tariffed rate.
- 3.10 SWBT shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to SWBT's End Users at retail by SWBT as the incumbent local exchange carrier.
- 3.11 When an End User converts to CLEC resold service of the same type, charges for such conversion will apply as set forth in Appendix Pricing in the "Other (Resale)" category, listed as electronic, non-complex and complex conversion charges, and are applied per billable telephone number ("BTN").
  - 3.11.1 When an End User subscribes to CLEC resold service, recurring charges shall apply at the discount set forth in Appendix Pricing. The tariff rates for such resold service are subject to orders of the appropriate Commission.
  - 3.11.2 When CLEC converts an End User's existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
  - 3.11.3 For the purposes of ordering new service under this Appendix, each request for new service shall be handled as a separate and initial request for service per billable telephone number.
  - 3.11.4 The additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End

User premise to which a residential line is currently provided on SWBT's network, without regard to the identity of that End User's non-facilities based local service provider of record.

- 3.12 If CLEC is in violation of any provision of this Appendix, SWBT will notify CLEC of the violation in writing. Such notice must refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the CLEC a sum equal to the greater of the charges that would have been collected by SWBT but for the stated violation or the actual revenues collected by CLEC from its End User(s) in connection with the stated violation. Should CLEC dispute the stated violation, CLEC must notify SWBT in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SWBT. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 3.13 SWBT is not required to make services available for resale at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates, subsidiaries, predecessors, successors or assigns.
- 3.14 This section applies only to Texas:
- 3.14.1 CLEC may convert current SWBT End User(s) and SWBT or any reseller of SWBT local service may convert current CLEC End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (all of the aforementioned referred to hereinafter as "CSP contracts" in the State of Texas with the End User's current local service provider (LSP) reciprocally subject to the responsibilities set forth in Sections 3.14.2 and 3.14.3 of this Appendix, and subject to any modifications ultimately approved in Docket Number 17759 and any appeals thereof.
- 3.14.2 Responsibilities of CLEC
- 3.14.2.1 CLEC will assume in writing the balance of the terms, including volume, term and termination liability existing on a current retail SWBT or resold End User CSP contract at the time of conversion. CLEC may assume the CSP contract at the wholesale discount of 5.62% for Customer Specific contracts and at the wholesale discount of 8.04% for tariffed volume and term contracts. Correspondingly, CLEC will not charge CLEC's End

User termination liability when an existing CSP contract between CLEC and its End User is converted to SWBT or any other LSP reselling SWBT local service.

3.14.3 Responsibilities of SWBT

3.14.3.1 SWBT will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale. Correspondingly, SWBT will assume in writing the balance of the terms, including volume, term and termination liability existing on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to SWBT.

4. **ANCILLARY SERVICES**

- 4.1 When requested by SWBT, CLEC shall provide SWBT with accurate and complete information regarding CLEC's End Users in a format and time frame prescribed by SWBT for purposes of E911 administration. Where available, SWBT will afford CLEC's End Users with the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental entity.
- 4.2 SWBT shall provide, at no additional charge, a straight line listing for each CLEC End User in the appropriate SWBT local White Pages directory. End User listing information for resold lines shall remain the property of SWBT.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End User(s) on a per listing basis.
- 4.4 Liability
  - 4.4.1 CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to SWBT under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. Notwithstanding the foregoing, to the extent CLEC reimburses its End User any listing charge due to errors or omissions caused solely by the negligence of SWBT, SWBT will reimburse CLEC no more than the wholesale rate associated with the listing containing the error or omission.
  - 4.4.2 CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from



and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information; provided, however, CLEC shall not be required to indemnify SWBT for gross negligence or willful misconduct. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

- 4.4.3 This Appendix shall not establish, be interpreted as establishing, or be used by either of the Parties to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in this Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.
- 4.5 SWBT or its agents will provide local White Pages directories to CLEC's End Users at the same time and under the same conditions that such directories are provided to SWBT's End Users.
  - 4.5.1 CLEC's End Users shall be entitled to one White Pages directory per basic residential or business line provided by SWBT pursuant to this Appendix.
  - 4.5.2 Each CLEC End User will receive one copy of SWBT's White Pages directory, and a Yellow Pages directory when co-bound with the White Pages directory. It is the Parties' expectation that separately bound Southwestern Bell Yellow Pages directories will be delivered to CLEC's End Users in the same manner and at the same time as they are delivered to SWBT's End Users.
  - 4.5.3 If a CLEC's End User already has a current SWBT White Pages directory, SWBT shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

- 4.6 To the extent Directory Assistance (DA) services are provided to SWBT End Users, SWBT shall provide CLEC's End Users access to SWBT Directory Assistance services. CLEC shall pay SWBT the charges attributable to Directory Assistance services used by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing under the "Other" category.
- 4.7 SWBT will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the use of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing in the "Other" category.
- 4.8 DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay SWBT appropriate charges associated with customized routing on an ICB basis.
- 4.9 Payphone Services
- 4.9.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling SWBT's services offered pursuant to the appropriate payphone section(s) of SWBT's General Exchange Tariff applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the Federal Communications Commission ("FCC") has ordered SWBT to compensate PSP customers of CLECs that resell SWBT's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 4.9.2 The Parties desire that SWBT satisfy its obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

- 4.9.3 SWBT will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. SWBT will pay Payphone Compensation to CLEC only for:
- 4.9.3.1 intraLATA subscriber 800 calls for which SWBT provides the 800 service to the subscriber and carries the call; and
  - 4.9.3.2 intraLATA calls placed using SWBT's prepaid calling card platform and carried by SWBT.
  - 4.9.3.3 SWBT will not pay any Payphone Compensation for non-sent paid calls.
- 4.9.4 SWBT will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if SWBT deems it necessary to investigate a call or calls for possible fraud.
- 4.9.5 SWBT will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. SWBT will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SWBT on the bill.
- 4.9.6 Nothing in this Appendix entitles CLEC to receive or obligates SWBT to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.9.7 CLEC represents and warrants that the only SWBT services that CLEC will make available to PSPs as Payphone Lines are the payphone services that SWBT offers pursuant to the appropriate payphone section(s) of SWBT's General Exchange Tariff applicable in each state covered by this Appendix.
- 4.9.8 Except as provided otherwise in this Section 4.9.8, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If SWBT pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the

call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from SWBT.

4.9.9 CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any third party, including a PSP, in any way relating to or arising from any of the following:

4.9.9.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.9.9.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.9.9.3 False representation by CLEC.

#### 4.10 Suspension of Service

4.10.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its end users.

4.10.2 SWBT will offer CLEC Company Initiated Suspension service for CLEC's purposes at the SWBT retail tariffed rate. Should CLEC choose to suspend its End User through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a local service request (LSR) disconnect on its End User account within the fifteen (15) day period, appropriate monthly service charges will not be billed for this suspension period. However, should CLEC issue a LSR disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate monthly service charges on the End User account from the suspension date through the disconnect date. Should CLEC restore its End User, restoral charges at the appropriate SWBT retail tariffed rate will apply and CLEC will be billed all appropriate monthly service charges on the End User account from the date of suspension through the restoral date.

### 5. BRANDING

5.1 Except where otherwise required by law, CLEC shall not, without SWBT's prior written authorization, offer the resale services covered by this Appendix using the

trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with SWBT in the provision of Telecommunications Services to CLEC's customers. CLEC may brand services included in this Appendix with its own brand name, however, SWBT will not provide for CLEC branding of those services.

## 5.2 Requirements

5.2.1 Pursuant to Section 226 (b) of the Act, each provider of Operator Services is required to:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where SWBT provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since SWBT's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS. This branding will be provided in accordance with Section 5.3 of this Appendix.

## 5.3 Call Branding

5.3.1 SWBT will brand OS/DA in CLEC's name based upon the criteria outlined below:

5.3.1.1 CLEC will provide SWBT with written specification of its company name to be used in creating CLEC specific branding messages for DA/OS calls placed by its resale End Users.

5.3.1.2 An initial non-recurring charge applies per branding announcement, per Operator assistance switch, for the establishment of Call Branding for resellers. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

5.3.1.3 A subsequent non-recurring load charge applies per Operator assistance switch for each subsequent change to Call Branding for resellers. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.

5.4 Rate/Reference Information

- 5.4.1 CLEC will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken.
- 5.4.2 CLEC will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.4.3 In all cases when a SWBT Operator receives a rate request from a CLEC end user, SWBT will quote the applicable DA/OS rates as provided by CLEC.
- 5.4.4 An initial non-recurring charge will apply for loading of CLEC's DA/OS Rate/Reference Information for resellers.
- 5.4.5 A subsequent non-recurring load charge will apply for each subsequent change to either the CLEC's DA/OS Services Rate or Reference Information for resellers. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.

6. RESPONSIBILITIES OF SWBT

- 6.1 SWBT shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SWBT shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces, as outlined in Appendix OSS.
- 6.2 SWBT shall implement CLEC service orders within the same time intervals SWBT uses to implement service orders for similar services for its own End Users.
- 6.3 CLEC will have the ability to report trouble for its End Users to the appropriate SWBT trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned a customer contact center when initial service agreements are made. CLEC End Users calling SWBT will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize

CLEC to repair, maintain, or in any way touch SWBT's network facilities, including those on End User premises.

6.3.1 Methods and procedures for ordering and trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by SWBT from time to time. Both Parties agree to abide by the procedures contained therein.

6.4 SWBT will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). On no less than sixty (60) calendar days advance written notice, CLEC has the option of receiving daily usage data to monitor the use of usage sensitive services by its End Users. CLEC agrees to pay SWBT as the charges specified in Appendix Pricing under the "Other (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

6.5 SWBT shall make Telecommunications Services that SWBT provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with its obligation under Section 251(c)(4)(A) of the Act. SWBT will notify CLEC of any changes in the terms and conditions under which SWBT offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

6.5.1 SWBT currently uses the Accessible Letter process to notify CLEC of new services available for resale during the term of this Agreement. The notification shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service. Should SWBT change its notification procedures to CLEC, the notice will be no less prompt than the Accessible Letter.

6.6 CLEC's End User's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify CLEC of requests by its End User(s) to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

6.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address

information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC shall indemnify **SWBT** against any claims that insufficient information led to inadequate prosecution.

6.6.2 **SWBT** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

## 7. RESPONSIBILITIES OF CLEC

- 7.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SWBT** shall abide by the same applicable laws and regulations.
- 7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SWBT** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide written authorization to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 7.2.1 **SWBT** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make such authorizations available to **SWBT** upon request and at no charge.
- 7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons the premise, **SWBT** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third party. If **SWBT**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SWBT** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."



- 7.5 Should SWBT receive an order from CLEC for services under this Appendix, and SWBT is currently providing the same services to another local service provider for the same End User, CLEC agrees that SWBT may notify the End User's current local service provider of such order coincident with processing CLEC's order. It shall then be the responsibility of the local service provider of record and CLEC to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from SWBT.
- 7.5.1 If SWBT receives an order from another local service provider for an End User for whom CLEC is the current local service provider of record, when CLEC already subscribes to the Local Disconnect Report ("LDR"), as outlined in Section 7.5.2, below, then SWBT shall notify CLEC of such order coincident with processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. Section 7.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from SWBT.
- 7.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, receive the LDR. SWBT will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. CLEC understands and agrees that the CARE interface will be used to provide the LDR and that the LDR will only be available via the CARE electronic data transmission, as outlined in Appendix OSS. Information furnished via the LDR will be provided on a per WTN basis and priced on a per WTN basis. SWBT will provide CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. SWBT grants to CLEC a non-exclusive right to use the LDR information provided by SWBT. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay SWBT for the LDR per WTN plus any applicable transmission charges for the LDR, as set forth in Appendix Pricing in the "OTHER (Resale)" category and listed as "Local Disconnect Report."
- 7.6 CLEC shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense, including reasonable attorney's fees, that may result from SWBT acting under this Appendix.

- 7.7 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services provided by SWBT directly to End User(s) and billed by SWBT directly to End User(s).
- 7.7.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SWBT for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SWBT.
- 7.8 SWBT shall not be responsible for the manner in which the use of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for resold services will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services provided by SWBT directly to End User(s) and billed by SWBT directly to End User(s).
- 7.8.1 Compensation for all services shall be paid by CLEC regardless of CLEC's ability or inability to collect charges from its End User(s) for such services.
- 7.9 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (e.g., 900) calls, it must order the appropriate blocking for lines resold under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End User(s). CLEC acknowledges that blocking is not available for certain types of calls, including but not limited to, 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and charges associated with calls that bypass blocking systems.
- 7.10 CLEC shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix and Appendix OSS.
- 7.11 CLEC shall be responsible for providing to its End Users and to SWBT a telephone number or numbers that CLEC's End Users can use to contact CLEC in the event of service or repair requests.

- 7.11.1 In the event that CLEC's End Users contact **SWBT** with regard to service or repair requests, **SWBT** shall inform the End User to call CLEC and may provide CLEC's contact number.
- 7.11.2 The requirements herein are subject to additional terms and conditions in this Appendix.
- 7.12 CLEC acknowledges and agrees that, in the event CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes a change in any other CLEC identifier, it will comply with the provisions set forth in Section 4, entitled "General Responsibilities of the Parties," of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.13 CLEC will provide forecasts to **SWBT** every January and July using the **SWBT** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.
- 7.14 CLEC acknowledges and agrees that it will comply with the provisions set forth in Section 7, entitled "Deposits", Section 8, entitled "Billing and Payment of Charges," Section 9, entitled "Non-Payment and Procedures for Disconnection," and Section 10, entitled "Dispute Resolution," all of which are set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.15 CLEC shall provide **SWBT** with the OCN/AECN for resale services as specified in Section 4, entitled "General Responsibilities of the Parties," of the General Terms and Conditions of the Agreement to which this Appendix is attached.

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

- 8.1 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment

of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## **APPENDIX SS7**

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## APPENDIX SS7

### APPENDIX FOR THE PROVISION OF SS7 SERVICE

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone (**SWBT**) shall provide CLEC non-discriminatory access to the **SWBT** Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points. In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 As used herein, (**SWBT**) means the above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

#### 2. SERVICE DESCRIPTION

- 2.1 SS7 Transport
  - 2.1.1 SS7 Transport provides for the routing and screening of SS7 messages from a **SWBT** pair of STPs (i.e., a mated pair) to another **SWBT** pair of STPs. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **SWBT** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
  - 2.1.2 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SWBT**'s STP.

## 2.2 Dedicated Signaling Links

2.2.1 Dedicated Signaling Links provide interconnection to SWBT's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the SWBT STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at SWBT's STP, a SWBT serving wire center or are collocated in a SWBT wire center. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the SWBT STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

## 2.3 Dedicated Signaling Links include the following elements

### 2.3.1 SS7 Link Cross Connect:

The SS7 Link Cross Connect provides a DS-0A or DS1 connection in the SWBT STP building and connects the STP Port Termination to the CLEC SPOI.

### 2.3.2 STP Port Termination:

The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SWBT STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT STP.

### 2.3.3 STP Access Link:

The STP Access Link provides a 56 kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

2.4 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the SWBT STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.5 When CLEC establishes new links using existing transport to an existing SPOI, CLEC will be required to order a new cross-connect and port to SWBT's STP. In such case, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing – UNE – Schedule of Prices.



- 2.6 If new links are established and CLEC elects to purchase a SWBT transport between a CLEC STP and a SWBT STP or SPOI, or a CLEC local switch and a SWBT STP or SPOI, SWBT will provide a DS1 transport facility. CLEC will pay the rates and charges for each DS-1 shown in Appendix Pricing UNE – Schedule of Prices labeled “Unbundled Signaling – STP – Access Connection – 1.544 Mbps” (in addition to the port and cross connect described above).
- 2.7 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required above). In this circumstance, CLEC will pay the rates and charges shown on Appendix Pricing UNE – Schedule of Prices labeled “Unbundled Signaling – STP Access Link – 56 Kbps.”
- 2.8 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.9 Dedicated Signaling Links are subject to SWBT compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SWBT Technical Publication, TP76638. Each individual set of links from CLEC switch to SWBT STP will require a pre ordering meeting to exchange information and schedule testing for certification by SWBT.
- 2.10 Technical Requirements
- 2.10.1 Unbundled Dedicated Signaling Links will perform in the following two ways: (i) as an “A-link”, which is a connection between a switch and a home signaling transfer point (STP) mated pair; and (ii) as a “B-link” or “D-link,” which is an interconnection between STPs in different signaling networks.
- 2.10.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of a SWBT dedicated transport facility, previously referred to as the “Access Connection.” Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

- 2.10.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the SWBT SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.10.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. SWBT will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.10.5 When CLEC requests that SWBT add a Signaling Point Code (SPC), CLEC will identify to SWBT the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates reflected on the Appendix Pricing UNE – Schedule of Prices labeled “Point Code Addition”.
- 2.10.6 CLEC will notify SWBT in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or Signaling Transfer Points.

## 2.11 Signaling Transfer Points

- 2.11.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

## 2.12 Access to SWBT’s STP

CLEC may use the STP under three options, as follows:

- 2.12.1 Signaling for CLEC with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by SWBT’s signaling network, excluding messages to and from a SWBT Local Switching network element. SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SWBT STP pair to a SWBT STP pair located in a different LATA. The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When CLEC uses SS7 Transport between one or more SWBT STP pairs, for each segment transported (i.e., from an SWBT STP pair to an adjacent SWBT pair), CLEC will pay the charges

labeled "SS7 Transport" on Appendix Pricing UNE - Schedule of Prices at a rate equal to one times the octet rate for each octet transported.

- 2.12.2 Signaling for CLEC with its own Signaling Point, utilizing a set of links of another party: CLEC may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will pay SWBT's charges for SS7 signaling ordered by CLEC on owner's behalf.
- 2.12.3 Signaling for CLEC utilizing SWBT's Local Switching network element: In such instance as CLEC utilizes SWBT's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis at the per octet rate contained on Appendix Pricing UNE - Schedule of Prices and labeled as "SS7 Transport Rate". This per octet rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

## 2.13 Technical Requirements

- 2.13.1 STPs will provide signaling connectivity to the following network elements connected to the SWBT SS7 network: SWBT Local Switching or Tandem Switching; SWBT Service Control Points/Call Related Databases; Third-party local or tandem switching systems; and Third-party-provided STPs.
- 2.13.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SWBT STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests SWBT add GTT type information for message routing, in connection with its use of unbundled signaling. These charges are identified in the Appendix Pricing UNE - Schedule of Prices as "Global Title Translation Addition".

2.14 Interface Requirements

2.14.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.

2.14.2 CLEC will designate the Signaling Point of Interconnection (SPOI) for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SWBT will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SWBT STPs.

3. **MANNER OF PROVISIONING**

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the SWBT STPs. SWBT shall provide information to CLEC on the routes and signaling point codes served by the SWBT STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

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

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

connected to, the SWBT signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SWBT mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of Signaling Point Codes.
- 3.4 Dedicated Signaling Links
- 3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to SWBT to allow SWBT to translate SWBT STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from SWBT mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to SWBT's mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 An STP Port Termination and SS7 Link Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the SWBT facility availability and the degree of diversity in both the SWBT physical network and the CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires an STP Access Link, CLEC and SWBT shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both the SWBT network and the CLEC network shall be exchanged. The negotiation shall

consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SWBT's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SWBT TP76638 and GR-905-CORE, as amended.
- 3.4.9 When CLEC uses the Dedicated Signaling Links of another party and CLEC submits an order for SWBT to change the routing or screening information associated with the other party's signaling links, CLEC shall include with the order a LOA. The LOA shall be from the other party (i.e. the owner of the set of links) and shall indicate that the other party will pay SWBT's charges to change the translations associated with the link set and SWBT's charges associated with SS7 Transport.

### 3.5 Use of the STP

- 3.5.1 When CLEC orders SWBT unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The SWBT Local Switch will use the SWBT SS7 signaling network.

## 4. DESCRIPTION OF RATE ELEMENTS

- 4.1 The following rate elements apply to SS7 Service:

### 4.1.1 SS7 Transport

- 4.1.1.1 SS7 Transport shall be measured per octet of information screened and routed.
- 4.1.1.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT STP pair. A usage rate applies per octet generated by action of CLEC.

## 4.2 Dedicated Signaling Links

### 4.2.1 SS7 Link Cross Connect

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

### 4.2.2 STP Port Termination

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

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

### 4.2.3 STP Access Link

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

## 4.3 Signaling Point Code Addition

4.3.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT STP. CLEC shall pay a nonrecurring charge per Signaling Point Code established at each STP.

## 4.4 Global Title Translation (GTT) Addition

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

4.5 Use of the STP Per Call

- 4.5.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the SWBT STP. The rate shall apply for each call originated by CLEC subscribers using the SWBT Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.
- 4.5.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the SWBT Local Switching network element.

5. **ORDERING THE SERVICE**

- 5.1 CLEC shall abide by the following ordering guidelines:

5.1.1 SS7 Transport

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

5.2 Dedicated Signaling Links

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

5.3 Signaling Point Code Addition

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



5.4 Global Title Translation (GTT) Addition

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

6. **RESPONSIBILITIES OF SWBT**

- 6.1 **SWBT** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **SWBT** or CLEC facilities, natural disasters, mass calling or national security demands.
- 6.2 **SWBT** shall determine the GTT route for messages routed to GTT which are associated with **SWBT** signaling points.
- 6.3 **SWBT** shall define regional functions and local functions of its STPs. **SWBT** will route ISUP messages within the **SWBT** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 6.4 **SWBT** shall route messages generated by the action of CLEC throughout the **SWBT** signaling network. The content of the messages is for the use of signaling points of origination and destination. **SWBT** will not use any information within messages for any purpose not required by or related to the use of the **SWBT** signaling network. **SWBT** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SWBT** signaling network or as may be required by law.

7. **RESPONSIBILITIES OF CLEC**

- 7.1 CLEC shall identify to **SWBT** the SPC(s) associated with the CLEC set of links.
- 7.2 CLEC shall identify to **SWBT** the GTT information for messages that route to CLEC.
- 7.3 When routing messages addressed to a **SWBT** Subsystem Number (SSN), CLEC shall use the **SWBT** defined SSN designation of the **SWBT** mated STP pair to which the message is routed.

- 7.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- 7.5 CLEC shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- 7.6 CLEC shall inform SWBT in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SWBT's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

## **8. BONAFIDE REQUEST PROCESS**

- 8.1 Any request for SS7 service not addressed within this Appendix may be submitted to SWBT via the Bonafide Request ("BFR") process set forth in Attachment UNE.

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

- 9.1 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider

selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## **APPENDIX TP**