

APPENDIX TECHNICAL PUBLICATIONS

ELECTRICAL/OPTICAL INTERFACES:

- SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications, Issue 1, January 1996, or the most current version.
- SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

INTERCONNECTION RESPONSIBILITIES RELATED TO SIGNALING:

- SWBT Technical Publication, TP-76638 - Common Channel Signaling Network Interface Specifications
- GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7
- GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
- GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
- GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-Section 6.5
- GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part (MTP) and Integrated Digital Services Network User Part (ISDNUP)

COLLOCATION

- SWBT's Technical Publication for Physical Collocation (sixth revision dated 2-18-97)

TECHNICAL EXHIBIT SETTLEMENT PROCEDURES

- TESP

ACCESS TO UNBUNDLED NETWORK ELEMENTS

- SWBT's Technical Publication for Access to Unbundled Network Elements
(Issue 1 dated 01/29/98)

APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. GENERAL TERMS AND CONDITIONS.....	3
3. ACCESS TO UNE CONNECTION METHODS.....	7
4. BONA FIDE REQUEST.....	11
5. NETWORK INTERFACE DEVICE.....	13
6. LOCAL LOOP	13
7. LOCAL SWITCHING.....	14
8. OPERATOR SERVICES AND DIRECTORY ASSISTANCE	24
9. SIGNALING NETWORKS AND CALL-RELATED DATABASES	24
10. OPERATIONS SUPPORT SYSTEMS FUNCTIONS.....	24
11. CROSS CONNECTS	24
12. PRICING.....	26
13. RESERVATION OF RIGHTS.....	32
14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	32

**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which **SWBT** agrees to furnish CLEC with access to UNEs. CLECs seeking to provide service to end users through use of multiple **SWBT** UNEs are responsible for combining those **SWBT**'s UNEs into finished services. **SWBT** has no obligation under the Act to combine UNEs. The prices for UNEs are set forth in Appendix Pricing.
- 1.2 **SWBT** has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.
- 1.3 As used herein, **SWBT**, for the purpose of this Appendix, means Southwestern Bell Telephone Company doing business as an ILEC in certain geographic areas of Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, **SWBT-MOKA**, for the purpose of this Appendix, means Southwestern Bell Telephone Company doing business as an ILEC in certain geographic areas of Missouri, Oklahoma, Kansas and Arkansas.
- 1.5 As used herein, **SWBT-T**, for the purpose of this Appendix, means Southwestern Bell Telephone Company doing business as an ILEC in certain geographic areas of Texas.

2. GENERAL TERMS AND CONDITIONS

- 2.1 **SWBT** and CLEC may agree to connect CLEC's facilities with **SWBT**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. (Act, § 251 (c)(2)(B); 47 CFR § 51.305(a)(2)(vi))
- 2.2 **SWBT** will provide CLEC nondiscriminatory access to UNEs. (Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a))
 - 2.2.1 At any technically feasible point (Act, § 251(c)(3); 47 CFR § 51.307(a));

- 2.2.2 At the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory (Act, § 251(c)(3); 47 CFR § 51.307(a));
- 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, § 251(c)(3); 47 CFR § 51.307(c));
- 2.2.4 In a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.2.5 With technical information regarding SWBT's network facilities to enable CLEC to achieve access to UNEs (47 CFR § 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR § 51.309(a));
- 2.2.7 In a manner that allows CLEC to purchase access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SWBT provides such elements to itself. (47 C.F.R. § 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, SWBT will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, SWBT will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 SWBT will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SWBT provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

- 2.6 Each Party shall be solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SWBT.
- 2.8 UNEs may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services, where applicable.
- 2.9 Additional Unbundled Network Elements
- 2.9.1 Various subsections below list the Unbundled Network Elements that have been identified as of the Effective Date of this Agreement. Upon request, SWBT will provide additional Unbundled Network Elements where technically feasible and as required by law. Such requests shall be processed in accordance with the Bona Fide Request process.
- 2.9.2 Where facilities and equipment are not available, SWBT shall not be required to provide UNEs. Provided however, CLEC may request and, SWBT may agree to provide Unbundled Network Elements, even where facilities do not exist, through the Bona Fide Request process where technically feasible and as required by law.
- 2.10 Provisioning/Maintenance of Unbundled Network Elements
- 2.10.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. SWBT will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SWBT shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, SWBT may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.10.2 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides.
- 2.10.3 Where UNEs provided to CLEC are dedicated to a single end user, if such UNEs are for any reason disconnected they shall be made available to SWBT for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's end user's service.

- 2.10.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SWBT to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.10.5 CLEC's use of any SWBT UNE, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 2.10.6 When a SWBT provided retail or resold service is replaced by a CLEC facility based service using any SWBT provided unbundled network elements (including service provided exclusively via SWBT provided UNE combined by CLEC or otherwise), a disconnect order will be issued by SWBT on the SWBT service and a new connect order will be issued by SWBT (with an appropriate service order charge to CLEC being generated) on the requested network elements. Similarly, when an end user served by one CLEC using SWBT provided UNE is converted to a different CLEC's service which also uses any SWBT provided UNE, a disconnect order will be issued by SWBT (with an appropriate service order charge being generated) of the existing UNE and a new connect order will be issued by SWBT (with an appropriate service order charge being generated) of the new UNE.
- 2.10.7 CLEC shall connect equipment and facilities that are compatible with the SWBT Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.10.8 Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services where available.

2.11 Performance of UNEs

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

3. ACCESS TO UNE CONNECTION METHODS

- 3.1 This Section describes the connection methods under which SWBT agrees to provide CLEC with access to loops, switch ports, and dedicated transport on an unbundled basis and the conditions under which SWBT makes these methods available. These methods provide CLEC access to multiple SWBT UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as minimize potential service disruptions.
- 3.2 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SWBT central office.
 - 3.2.1 (Method 1)
SWBT will extend loops, switch ports, or dedicated transport UNEs to the CLEC's physical collocation Point of Termination (POT) when the CLEC

is physically collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.2.2 (Method 2)

SWBT will extend loops, switch ports, or dedicated transport UNEs requiring cross connection to the CLEC UNE frame located in the collocation common area when the CLEC is physically collocated, within the same Central Office where the UNEs which are to be combined are located.

3.2.3 (Method 3)

SWBT will extend loops, switch ports, or dedicated transport UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.2.4 (Method 4)

SWBT will extend loops, switch ports, or dedicated transport UNEs to the CLEC's UNE frame that is located outside the SWBT Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SWBT on SWBT property.

3.2.5 (Method 5)

SWBT shall allow extension of loops, switch ports, or dedicated transport UNEs to a building not controlled by SWBT via cabling provided by CLEC. The CLEC shall provide the excess cable necessary to reach the designated SWBT frame within the same SWBT Central Office where the UNEs that are to be combined are located.

3.3 The following terms and conditions apply to all methods when SWBT provides access pursuant to Sections 3.2.1 through 3.2.5:

3.3.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer central offices, SWBT will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested central offices. For requests impacting four (4) or more central offices the Parties will agree to an implementation schedule for access to UNEs.

3.3.2 Access to UNEs via Method 1 and Method 2 is only available to physically collocated CLECs. Access to UNEs via Method 3, Method 4,

and Method 5 is available to both collocated and non-collocated CLECs. Method 2, Method 3, and Method 4 are subject to availability of SWBT Central Office space and equipment.

- 3.3.3 The CLEC may cancel the request at any time, but will pay SWBT's reasonable and demonstrable costs for modifying SWBT's central office up to the date of cancellation.
- 3.3.4 The terms and conditions for CLECs choosing to access SWBT's UNEs through physical collocation arrangements are set forth in the Collocation Appendix for SWBT-MOKA. For SWBT-T, collocation arrangements are not offered pursuant to this Agreement, but are available under the Texas collocation tariff.
- 3.3.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.3.6 CLEC shall refer trouble sectionalized in the SWBT UNE to SWBT.
- 3.3.7 Prior to SWBT providing access to UNEs under this Appendix, CLEC and SWBT shall provide each other with a point of contact for overall coordination.
- 3.3.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.3.9 All tools, procedures, and equipment used by CLEC to connect to SWBT's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.3.10 CLEC shall be responsible for CLEC's personnel observing SWBT's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SWBT for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on SWBT's premises, CLEC shall immediately comply with such request. Such person shall leave SWBT's premises promptly, and CLEC shall not furnish such person again to perform work on SWBT's premises without SWBT's consent.
- 3.3.11 CLEC shall provide positive written acknowledgment that the requirements stated herein have been satisfied for each employee requiring access to SWBT premises and/or facilities. SWBT identification cards

will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SWBT premises will be granted only to CLEC employees with such identification.

- 3.3.12 CLEC shall designate each network element being ordered from SWBT. CLEC shall provide an interface to receive assignment information from SWBT regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.3.13 SWBT will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SWBT shall be referred to such contact numbers.
- 3.3.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in SWBT equipment areas.
- 3.3.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
 - 3.3.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SWBT UNEs will be made on an individual case basis (ICB).
 - 3.3.15.2 SWBT will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot.
 - 3.3.15.3 SWBT will contract for and perform the construction and preparation activities using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the building.
 - 3.3.15.4 When Method 5 is provisioned, the CLEC shall perform all construction, cabling, and connection work required to reach the SWBT manhole nearest the requested SWBT central office, as identified by SWBT, including the excess cable. SWBT will charge CLEC applicable charges incurred to provision the network from the SWBT manhole to termination at the SWBT central office. CLEC shall obtain all necessary rights of way, easements, and other third party permissions.

4. BONA FIDE REQUEST

- 4.1 Various sections below identify specific UNEs and provide the terms and conditions on which **SWBT** will offer access to UNEs to CLEC. Any request by CLEC for access to an additional or as yet undefined Unbundled Network Element may be considered under this Bona Fide Request process, but such request is not required to be accommodated by SWBT unless the UNE is one required by law. Where facilities and equipment are not available, CLEC may request and **SWBT** may agree to provide Network Elements through the Bona Fide Request process but, such request is not required to be accommodated by SWBT. For the purposes of this section, business days are defined as Monday through Friday, excluding Holidays observed by **SWBT**.
- 4.2 **SWBT** will promptly consider and analyze requests for access to new UNEs with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 4.3 A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, drawings when applicable, the location (s) where needed, the date needed, and the projected quantity to be ordered with a 3 year demand forecast.
- 4.4 The CLEC may cancel a Network Element Bona Fide Request at any time, but will pay **SWBT**'s reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 4.5 Within ten (10) business days of the CLEC submitting a complete and accurate description of the request, including drawings where applicable, **SWBT** will acknowledge receipt of the Network Element Bona Fide Request. To the extent that the Bona Fide Request is not complete and accurate as to what is being requested, rather than acknowledge receipt, **SWBT** will request additional information or, if needed, request that the parties meet to clarify the request.
- 4.6 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a complete and accurate Network Element Bona Fide Request, **SWBT** will provide to the CLEC a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis will offer access to the Network Element or will advise that **SWBT** will not comply with the Request. If **SWBT** elects not to comply with the Request, **SWBT** will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request

does not qualify as a Network Element that is required to be provided under the Act. Where SWBT is willing to provide access to a requested Unbundled Network Element, a preliminary analysis will confirm that SWBT will offer that Network Element, to the fullest extent possible. The analysis will contain a description of the Network Element to be provided, along with an estimate of availability, applicable rates, and installation intervals.

- 4.7 If SWBT determines that the Network Element requested under the Bona Fide Request is technically feasible and otherwise qualifies under the Act, SWBT will promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party the CLEC. When SWBT receives such authorization, the SWBT shall promptly develop the requested Network Element, determine availability, calculate the applicable prices and establish installation intervals. The written authorization to proceed must be received by the SWBT within 30 business days of the CLEC's receipt of the preliminary analysis. If no confirmation to proceed is received within the 30 business day interval the Network Element Bona Fide Request will be deemed canceled and the CLEC will pay to the SWBT all demonstrable cost as set forth above. Any request to proceed with this request after the 30 business day window, will require submission of a new Network Element Bona Fide Request.
- 4.8 As soon as feasible, but not more than ninety (90) business days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, SWBT shall provide to the CLEC a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 4.9 Within thirty (30) business days of its receipt of the Network Element Bona Fide Request quote, the CLEC must either confirm in writing its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or, if the Bona Fide Request is for a UNE required to be provided by law, seek arbitration by the Commission pursuant to Section 252 of the Act. If neither action is taken, the Network Element Bona Fide Request is considered canceled and the CLEC is liable for all demonstrable costs incurred under Section 2.13.3. Any request to proceed with this request after the 30 business day window, will require submission of a new Network Element Bona Fide Request
- 4.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

5. NETWORK INTERFACE DEVICE

- 5.1 The Network Interface Device (NID) is provided as the interface used to connect the CLEC's loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its End User customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the End User customer each make its connections.
- 5.2 CLEC will connect its local loops to customers' inside wiring through SWBT's NID and an adjoining NID deployed by CLEC (47 CFR Section 51.319(b)(2)).
- 5.3 CLEC may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by CLEC will be performed by SWBT based on time and material charges. Such charges are reflected on Appendix Pricing. SWBT will, at the request of CLEC, disconnect the SWBT local loop from inside wiring, at charges reflected on Appendix Pricing.
- 5.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- 5.5 The SWBT NIDs that CLEC uses under this Appendix will be existing NIDs installed by SWBT to serve its customers.
- 5.6 Upon request, SWBT will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 5.7 CLEC shall not attach to or disconnect SWBT's ground. CLEC shall not cut or disconnect SWBT's loop from its protector. CLEC shall not cut any other leads in the NID. CLEC shall protect all disconnected leads with plastic sleeves and store them within the NID enclosure. CLEC shall tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

6. LOCAL LOOP

- 6.1 A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user premises. (47 CFR § 51.319(a))

6.2 **SWBT** will provide at the rates, terms, and conditions set out in Appendix Pricing the following:

6.2.1 A 2-Wire analog loop which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

6.2.1.1 **SWBT** will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

6.2.2 A 4-Wire analog loop that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

6.2.3 A 2-Wire digital loop 160 Kbps which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

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

6.2.5. Unbundled DSL-Capable Loop Offerings:

6.2.5.1 Digital Subscriber Line (DSL) describes various technologies and services. **SWBT**'s unbundled DSL capable loop offerings are set forth in Appendix DSL to this Agreement.

7. LOCAL SWITCHING

7.1 The Unbundled Local Switching ("ULS") element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The ULS element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to **SWBT** customers, such as a telephone number and dial tone. In addition, the local switching element includes access to features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities.

7.2 Specific Terms and Conditions for Unbundled Local Switching ("ULS")

- 7.2.1 **SWBT** will route InterLATA and IntraLATA calls as defined by the exchange dialing plan via the existing PIC and LPIC process when CLEC purchases the Unbundled Local Switching (ULS) element.
- 7.2.2 When CLEC requests Unbundled Common Transport, **SWBT**'s Local Switching element will route local calls on **SWBT**'s common network to the appropriate trunk or lines for call origination or termination.
- 7.2.3 **SWBT** will provide ULS only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 7.2.4 **SWBT** will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to **SWBT**'s notifications regarding network congestion.
- 7.2.5 **SWBT** will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of **SWBT** adjuncts will be handled through the Bona Fide Request process.
- 7.2.6 In ordering ULS, CLEC will designate the features and functions that are to be activated on a particular unbundled switch port. **SWBT** will provide features to the extent such features and functions are available or, as may be requested by the Bona Fide Request process. A feature activation charge will apply for each feature activated. Such charge is reflected on the Appendix Pricing.

7.3 Customized Routing

- 7.3.1 Where CLEC purchases Unbundled Local Switching (ULS) and elects to provide Operator Services and/or Directory Assistance to its end users, **SWBT** will provide the functionality and features required for the customized routing to CLEC's Operator Services and /or Directory Assistance Platform. The CLEC will establish direct trunk connections from each **SWBT** end office, one-way to the CLEC Point of Termination (POT), to handle the customized routing to the CLEC's Operator Services and /or Directory Assistance Platform.. These dedicated connections to the **SWBT** end offices require Multi-Frequency (MF) signaling and Modified Operator Service Signaling (MOSS). The Operator and Directory Assistance traffic may be directed to a single trunk group or

separate trunk groups at the CLEC discretion. CLEC will pay the customized routing charges reflected on Appendix Pricing.

- 7.3.2 Where the CLEC purchases Unbundled Local Switching (ULS) and elects to provide local traffic to the CLEC's local transport platform, **SWBT** will provide the functionality and features required for customized routing. The CLEC's dedicated connections require SS7 Signaling at each **SWBT** end office where such traffic will originate. Neither Operator nor Directory Assistance traffic may be combined with other Local traffic due to trunk signaling differences. CLEC will pay the customized routing charges reflected on Appendix Pricing.

7.4 Unbundled Local Switching- Usage Sensitive Rate Element

7.4.1 Interswitch Calls

When any call originates from an ULS Port, CLEC will pay the ULS Originating (ULS-O) charge and SS7 signaling charges. If the call routes over **SWBT**'s common network, the CLEC will pay charges for Common Transport (also known as Shared Transport) as reflected in Appendix Pricing. The parties agree that, for calls originated from CLEC's ULS Port and routed over Common Transport, (also known as Shared Transport) **SWBT** will not be required to record and will not bill actual tandem switching usage. Rather, the CLEC will pay the rate shown on Appendix Pricing, labeled "Blended Transport", for each minute of use of unbundled Common Transport (also known as Shared Transport), without regard to whether or not the call traverses the tandem switch or only the local switch.

7.4.2 Terminating Interswitch

When a call terminates to an CLEC's ULS Port, CLEC will pay ULS-T charges as reflected in Appendix Pricing.

7.4.3 Intraswitch

CLEC will pay ULS-O and SS7 signaling, as reflected in Appendix Pricing, for a call originating from a CLEC ULS port where that call terminates to the same end office switch. The CLEC will pay ULS-O and SS7 signaling charges for a centrex- like ULS intercom call in which the CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined. **SWBT** will not bill ULS-T for Intraswitch calls.

7.4.4 Illustrative Call Flows

The following call flows provide examples of the application of usage sensitive charges when calls are originated from or terminated to

Unbundled Switch ports, and the CLEC has elected to use SWBT common transport (also known as Shared Transport). Rates can be found in the Appendix Pricing.

7.4.4.1 Intraswitch/Interswitch Local Calls

7.4.4.1.1 CLEC A Originating and SWBT Terminating Local Intraswitch Call:

CLEC Pays SWBT:

- ULS Originating
- UNE SS7 Signaling

7.4.4.1.2 SWBT Originating and CLEC A Terminating Local Intraswitch Call:

CLEC Pays SWBT:

- No UNE charges apply.

7.4.4.1.3 CLEC A Originating and CLEC B Terminating Local Intraswitch Call:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling

7.4.4.1.4 Resale CLEC Originating and CLEC A Terminating Local Intraswitch Call:

- No UNE charges apply.

7.4.4.1.5 CLEC A Originating and Resale CLEC Terminating Local Intraswitch Call:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling

7.4.4.1.6 CLEC A Originating and SWBT Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

7.4.4.1.7 SWBT Originating and CLEC A Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Terminating

7.4.4.1.8 CLEC A Originating and CLEC B Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

CLEC B Pays:

- ULS Terminating

7.4.4.1.9 CLEC A Originating and CLEC A Terminating Local Interswitch Call:

CLEC A (Originator) Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

CLEC A (Terminator) Pays SWBT:

- ULS Terminating

7.4.4.1.10 CLEC B Originating and CLEC A Terminating Local Interswitch Call:

CLEC B Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

CLEC A Pays SWBT:

- ULS Terminating

7.4.4.1.11 Resale CLEC Originating and CLEC A Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Terminating

7.4.4.1.12 CLEC A ULS Originating and Resale CLEC Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

7.4.4.1.13 CLEC A ULS Originating and terminating on CLEC C's switch (Facility Based Network), but not ULS:

CLEC A Pays SWBT:

- ULS Originating
- UNE SS7 Signaling
- Blended Transport

7.4.4.1.14 CLEC C's switch (Facility Based Network) Originating to CLEC A ULS Terminating Local Interswitch Call:

CLEC A Pays SWBT:

- ULS Terminating

7.4.4.2 InterLATA and IntraLATA Calls

7.4.4.2.1 CLEC A ULS Originating IntraLATA or InterLATA Toll Call to IXC:

CLEC A Pays **SWBT**:

- ULS Originating
- UNE SS7 Signaling
- Common Transport (also known as Shared Transport)
- Tandem Switching

Where the IXC elects a direct end office trunking arrangement, Tandem Switching and Common Transport (also known as Shared Transport) are not applicable.

7.4.4.2.2 CLEC A ULS Terminating IntraLATA or InterLATA Toll Call from IXC:

CLEC A Pays **SWBT**:

- ULS Terminating
- Common Transport (also known as Shared Transport)
- Tandem Switching

Where the IXC elects a direct end office trunking arrangement, Tandem Switching and Common Transport (also known as Shared Transport) are not applicable.

7.5 Switch Ports

7.5.1 A Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in Appendix Pricing.

7.5.2 Line Switch Ports

7.5.2.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

7.5.2.1.1 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch. The system establishment charge is contained in Appendix Pricing.

7.5.2.1.2 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

7.5.2.2 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kbps "D" (delta) channel for signaling.

7.5.3 Trunk Side Switch Ports

7.5.3.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

7.5.3.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

7.5.3.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

7.6 Interoffice Transport

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

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

7.6.3 Common Transport (also known as Shared Transport)

7.6.3.1 Common Transport (also known as Shared Transport) is a shared interoffice transmission path between **SWBT** switches. Common Transport (also known as Shared Transport) permits the CLEC to access the interoffice network of **SWBT** for the origination and

completion of calls to and from unbundled local switch ports. Common Transport (also known as Shared Transport) will also permit CLEC to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

7.6.3.2 Common Transport (also known as Shared Transport) is billed based upon mileage per minutes of use for originating and terminating traffic when the call is tandem routed.

7.6.4 Shared Transport (also known as Common Transport)

7.6.4.1 Shared Transport is an interoffice transmission path between two SWBT end office switches. Shared Transport permits the CLEC to access the interoffice network of SWBT for the origination and completion of calls to and from unbundled local switch ports.

7.6.4.2 The parties agree that, for local calls originated over unbundled local switching and routed over shared transport, SWBT will not be required to record and will not bill actual tandem switching usage. Rather, the CLEC will pay the rate shown on Appendix Pricing, labeled "Blended Transport", for each minute of use of unbundled shared transport, whether or not the call actually traverses the tandem switch.

7.6.5 Tandem Switching

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

7.6.5.2 When a CLEC uses Tandem Switching, SWBT will charge the price shown on Appendix Pricing, labeled "Tandem Switching", except as noted above.

7.6.5.3 Tandem Switching will provide trunk to trunk connections for local calls between two end offices.

7.7 Dedicated Transport

- 7.7.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or CLEC, or between switches owned by SWBT or CLEC.
- 7.7.2 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC. The speed at which the traffic is received from CLEC will be the speed at which the traffic is delivered back to CLEC.
- 7.7.3 SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity (i.e. between two SWBT Switches/Wire Centers).
- 7.7.4 As reflected on Appendix Pricing, Dedicated Transport consists of the following rate elements:
- 7.7.4.1 Entrance Facility applies from SWBT wire center (serving wire center) to the CLEC location. The charges for Entrance Facility are contained in Appendix Pricing.
- 7.7.4.2 Interoffice Transport (first mile plus each additional Mile) applies between two SWBT Switches/Wire Centers. The charges for Interoffice Transport are contained in Appendix Pricing.
- 7.7.4.3 Digital Cross Connect System (DCS) when CLEC orders DCS
- 7.7.4.4 Transmission Path Continuity (TPC) applies once per each of the above used to comprise the unbundled dedicated transport circuit.
- 7.7.5 Digital Cross Connect System (DCS) - SWBT will provide Digital Cross Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. The charges for DCS are contained in Appendix Pricing.
- 7.7.6 Multiplexing is not offered standalone, but is an option offered with dedicated transport giving the capability of converting higher to lower digital transmission rates. That is, if CLEC desires to hand traffic to SWBT at one speed for transmission over interoffice transport and receive

that traffic at the distant end at a different speed, **SWBT** will accommodate this request and apply the multiplexing charge as reflected in Appendix Pricing.

8. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 8.1 **SWBT** will provide access to operator service and directory assistance facilities where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

9. SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 9.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SWBT**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.9

10. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

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

11. CROSS CONNECTS

- 11.1 The cross connect is the media between the **SWBT** UNE and a CLEC designated point of access as described in Section 3 of this Appendix, or the media between a **SWBT** UNE and a collocation area for the purpose of permitting the CLEC to connect the **SWBT** UNE to other UNEs or to CLEC's own facilities.
- 11.2 The applicable loop cross connects to point of access for the purpose of CLEC combining a **SWBT** loop with another **SWBT** UNE are as follows:
- 11.2.1 2 wire analog loop to UNE Connection Methods point of access
- 11.2.2 4 wire analog loop to UNE Connection Methods point of access

- 11.2.3 2 wire digital loop to UNE Connection Methods point of access
- 11.2.4 4 wire digital loop to UNE Connection Methods point of access
- 11.3 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another SWBT UNE are as follows:
 - 11.3.1 DS-1 to UNE Connection Methods point of access
 - 11.3.2 DS-3 to UNE Connection Methods point of access
 - 11.3.3 OC-3 to UNE Connection Methods point of access
 - 11.3.4 OC-12 to UNE Connection Methods point of access
- 11.4 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another SWBT UNE are as follows:
 - 11.4.1 Analog Line Port to UNE Connection Methods point of access
 - 11.4.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access
 - 11.4.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
- 11.5 The applicable loop cross connects for the purpose of CLEC connecting a SWBT loop UNE to a CLEC's collocated facilities are as follows:
 - 11.5.1 2 wire analog loop to collocation
 - 11.5.2 4 wire analog loop to collocation
 - 11.5.3 2 wire digital loop to collocation
 - 11.5.4 4 wire digital loop to collocation
- 11.6 The applicable dedicated transport cross connects for the purpose of CLEC connecting a SWBT dedicated transport UNE to a CLEC's collocated facilities are as follows:

11.6.1 DS-1 to collocation

11.6.2 DS-3 collocation

11.6.3 OC-3 to collocation

11.6.4 OC-12 to collocation

11.7 The applicable Switch Port cross connects for the purpose of CLEC connecting a SWBT Switch Port UNE to a CLEC's collocated facilities are as follows:

11.7.1 Analog Line Port to collocation

11.7.2 ISDN Basic Rate Interface (BRI) Line Port to collocation

11.7.3 Primary Rate Interface (PRI) Trunk Port to collocation

11.7.4 Analog DID Trunk Port to collocation

11.7.5 DS1 Trunk Port to Collocation

12. PRICING

- 12.1 Attached hereto as Appendix Pricing is a schedule which reflects the prices at which SWBT agrees to provide CLEC with access to Unbundled Network Elements. CLEC agrees to compensate SWBT for UNEs at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per UNE basis at prices as contained in Appendix Pricing.
- 12.2 Should CLEC desire to purchase and SWBT be willing to provide a UNE or another item which is not priced on Appendix Pricing, SWBT and CLEC will negotiate prices. In no event will SWBT be required to provide any item to CLEC without an established price.
- 12.3 Consistent with Section 8 of the General Terms and Conditions of this Agreement, SWBT will render a monthly bill for UNEs provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice, as set out in Section 8 of the General Terms and Conditions of this Agreement. Interest will apply on overdue amounts as set out in Section 8 of the General Terms and Conditions of this Agreement.

12.4 Recurring Charges

- 12.4.1 Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum period for elements provided under the Bona Fide Request process may be longer.
- 12.4.2 Where rates are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to busy or don't answer conditions.
- 12.4.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **SWBT** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No. 4. When the calculation results in a fraction of a mile, **SWBT** will round up to the next whole mile before determining the mileage and applying rates.

12.5 Non-Recurring Charges

- 12.5.1 Consistent with 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.
- 12.5.2 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.
- 12.5.3 CLEC shall pay a service order processing charge (Service Order Charge) for each service order received or issued by **SWBT** to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.

12.6 Maintenance of Elements

- 12.6.1 If trouble occurs with unbundled network elements provided by SWBT, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the end user. If CLEC determines the trouble is in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.
- 12.6.2 CLEC shall pay Time and Material charges when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 12.6.3 CLEC shall pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
- 12.6.4 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, these charges will still apply.
- 12.6.5 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SWBT performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SWBT performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled workday.
- 12.6.6 If CLEC requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

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

- 12.7.1 When CLEC purchases Unbundled Local Switching, **SWBT** will provide CLEC the vertical features that the switch is equipped to provide, as part of the usage charges associated with ULS. CLEC will pay non-recurring charges to activate such features in association with a particular ULS Port type. Each of these charges is reflected in Appendix Pricing. Technically feasible features that may not have been provided on a standard basis may be available on a Bona Fide Request basis. ICB charges may apply that are separate from the service charges for service order processing.
- 12.7.2 Customized Routing: CLEC will pay Individual Case Basis (ICB) charges for Customized Routing to compensate **SWBT** for the costs of translating the switch. CLEC will pay non-recurring charges as well as recurring monthly charges for the number of DS1 Trunk Ports required to accommodate CLEC's dedicated custom route. CLEC will pay ICB charges set by **SWBT** for subsequent changes that CLEC makes to a customized routed class of service. Each of these charges is reflected in Appendix Pricing.
- 12.7.3 CLEC will pay the Toll Free Database query rate for each query received from CLEC's switch and processed by **SWBT**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. Each of these charges is reflected in Appendix Pricing.
- 12.7.4 Use of **SWBT**'s SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. CLEC does not separately order SS7 under this method. CLEC will be charged the charges reflected in Appendix Pricing for the use of the **SWBT** SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.
- 12.7.5 With Unbundled Local Switching, **SWBT** will make available features that require resources outside the switch, but CLEC will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features. Each of these charges is reflected in Appendix Pricing.
- 12.7.6 Associated with Unbundled Local Switching, CLEC will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by CLEC. Each of these

charges is reflected in Appendix Pricing. Technically feasible features that may not have been provided on a standard basis with the establishment of the common block for use with associated switch ports, may be available on a Bona Fide Request basis. ICB charges may apply. CLEC will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. Each of these charges is reflected in Appendix Pricing. These non-recurring charges are separate from the service charges for service order processing.

- 12.7.7 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number. This charge is reflected in Appendix Pricing.

12.8 Unbundled Local Switching Rate Elements

- 12.8.1 Unbundled Local Switching (ULS) is comprised of three components; a ULS Port, originating usage (ULS-O) and terminating usage (ULS-T). Charges for each of these components is reflected in Appendix Pricing.

- 12.8.2 Unbundled Local Switching (ULS) Port is one of the three components of Unbundled Local Switching (ULS). The ULS Port consists of the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network. The ULS Port includes the cross connect to the main distribution frame or DSX panel.

- 12.8.3 Unbundled Local Switching - Originating (ULS-O) is one of the three components of ULS. ULS-O represents the use of the unbundled local switching element to originate local calls.

- 12.8.4 Unbundled Local Switching - Terminating (ULS-T) is one of the three components of ULS. ULS-T represents the use of the unbundled local switching element to terminate local calls.

12.9 Standard Interim Rate Structure for ULS

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

- 12.9.1.1 CLEC will pay ULS-O for a call originating from a CLEC ULS trunk port that terminates to a SWBT end user service line or any

other unbundled line or trunk port which is connected to the same end office switch.

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

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

12.9.1.4 **SWBT** will not bill ULS-T for Intra switch calls originated by a CLEC's ULS port even when the line to which the call is terminated is another CLEC's ULS Port.

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

12.9.2.1 When any call originates from a CLEC's ULS Port and is routed to **SWBT**'s public network via a connection to UCT, or via unbundled dedicated transport (UDT), CLEC will pay ULS-O. Charges for UCT or UDT as outlined elsewhere will also apply.

12.9.2.2 When an InterLATA toll call is initiated from a CLEC's ULS port, the call will be routed to the end user PIC choice. CLEC will pay ULS-O usage charges.

12.9.2.3 IntraLATA toll calls from CLEC's ULS Ports will be routed to the end user PIC choice. CLEC will pay ULS-O charges.

12.9.2.4 When CLEC uses ULS Ports to initiate an 800/888 call, **SWBT** will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply.

12.9.2.5 When a call that has been routed through **SWBT**'s public network terminates to a CLEC ULS Port, from another of CLEC's ports or another CLEC's ULS Port, CLEC will pay ULS-T charges.

12.9.2.6 When a call that has been routed through **SWBT**'s public network terminates to an ULS Port from Resale service or **SWBT** local exchange service, CLEC will pay ULS-T charges.

12.9.2.7 When a call terminates to a CLEC ULS Port via terminating access services provided by **SWBT** (e.g., FGA, FGB, FGD, WATS, etc.). **SWBT** will assess ULS-T charges to CLEC.

12.9.2.8 When a call which has been routed from another network terminates to an ULS line port, CLEC will pay ULS-T charges.

12.10 Temporary ULS Rate Structure

12.10.1 CLEC will pay the ULS-O per minute of use rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11 digit CLLI end office or when CLEC provides its own transport for the call.

12.10.2 For calls from a ULS port for which the terminating number is associated with an 11 digit CLLI end office different from the originating CLLI, CLEC will pay the Temporary ULS Between Different Central Office rate per minute of use. This temporary rate applies in lieu of the ULS-O, ULS-T, UCT, and Unbundled Tandem Switching rates for these specific types of calls.

13. **RESERVATION OF RIGHTS**

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

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

14.1 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 WP

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SERVICE PROVIDED.....	3
3. USE OF SUBSCRIBER LISTING INFORMATION.....	5
4. PRICING.....	5
5. ASSIGNMENT	6
6. LIABILITY.....	6
7. BREACH OF CONTRACT	7
8. TERM.....	7
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	7

APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 The rates, terms and conditions set forth in this Appendix shall apply to switch-based CLECs or CLEC's leasing unbundled switch ports from Southwestern Bell Telephone Company (**SWBT**). **SWBT** and CLEC agree to the following terms and conditions for including CLEC End User listings in **SWBT**'s White Pages directories and distribution of such directories to CLEC and/or CLEC's End-Users as discussed below.
- 1.2 As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Oklahoma, Arkansas, Kansas, and Texas.

2. SERVICE PROVIDED

- 2.1 **SWBT** publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include alphabetical listings information for its End Users in the appropriate **SWBT** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 Subject to **SWBT**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SWBT** will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to **SWBT**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SWBT** may require to prepare and print the alphabetical listings of said directory.
- 2.5 CLEC may provide CLEC's subscriber listing information to **SWBT** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SWBT**'s directory listing database.

- 2.6 CLEC may choose to have its End User listings alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings or published in a separate section of the WP directory. SWBT, at its option, may impose an additional charge associated with separating CLEC End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of SWBT White Pages directory in the same manner and at the same time that they are delivered to SWBT's subscribers during the annual delivery of newly published directories. SWBT has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Pages directories that are not co-bound with Yellow Pages, CLEC may provide to SWBT written specification of the total number of directories that it will require at least sixty (60) days prior to the directory close. In that event, SWBT will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.
- 2.8 CLEC may make contractual arrangements for the delivery of White Pages directories that are co-bound with Yellow Pages after the annual delivery of newly published directories, by contacting the company that delivers White Pages directories that are co-bound with Yellow pages (currently Delivery Directory Associates) for SWBT. If CLEC requests, SWBT will assist the CLEC in making the initial contact with the delivery company (currently Delivery Directory Associates).
- 2.9 SWBT will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SWBT with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SWBT approval. In those directories in which SWBT includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

- 2.10 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SWBT the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC authorizes SWBT to include and use the subscriber listing information provided to SWBT pursuant to this Appendix in SWBT's appropriate printed WP directory and SWBT's directory assistance databases. Included in this authorization is the exchange of extended area service listings SWBT provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II). Also included in this authorization is SWBT's use of CLEC's subscriber listing information in SWBT's current and future directory assistance and directory assistance related products and services.
- 3.2 At CLEC's written request, SWBT shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers that SWBT transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If CLEC provides its subscriber listing information to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in SWBT's WP directory, a listing in SWBT's directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. SWBT has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.2 Where a CLEC End User requires additional listings to appear in the WP directory, SWBT will assess CLEC an annual charge for such listings at existing SWBT tariff rates. An additional charge at SWBT's tariff rate, applies when CLEC wishes to list an End User in SWBT's directory assistance database but

does not wish to have its End-User listed in SWBT's WP directory. In addition, for those CLEC End Users served by CLEC via a SWBT unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in SWBT's WP directory at SWBT's tariff rate for those nonpublished, nonlisted services.

- 4.3 SWBT has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.5 above. While SWBT has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, SWBT will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SWBT will provide the directories in bulk to CLEC and will assess a per book charge.
- 4.4 For inclusion of the CLEC "Informational Page" in the WP directory, SWBT shall charge the CLEC an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases SWBT from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SWBT under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 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 subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. 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 subscriber listing information in the WP 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.

- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party 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 the 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.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix shall continue in force for one (1) year until terminated by sixty (60) calendar days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.
- 8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

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 WP

**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order

¹ Subject to Availability