

APPENDIX PRICING - UNE

1.0 Application of Prices

- 1.1 CLEC agrees to compensate **SBC MISSOURI** for Unbundled Network elements at the rates contained in this Appendix and Exhibit 1. Unbundled Network Elements are available from **SBC MISSOURI** on a per Unbundled Network Element basis or in combinations of unbundled network elements at prices as contained in this Appendix.
- 1.2 Unless otherwise stated, **SBC MISSOURI** will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Schedule of Prices sets forth the prices that **SBC MISSOURI** will charge CLEC for Unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the Special Request process described in Section 2.22 of Attachment 6 ("Special Request Elements"), CLEC may order, and **SBC MISSOURI** will provide subject to Section 251 (c)(3), all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with Unbundled Network Elements and other items, if any, offered by **SBC MISSOURI** pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.
- 1.5 This Section Intentionally Left Blank
- 1.5.1 Zone 1 includes Rate Group D as defined in **SBC MISSOURI**'s Local Exchange Tariff. Zone 2 includes Rate Group B as defined in **SBC MISSOURI**'s Local Exchange Tariff. Zone 3 includes Rate Group A as defined in **SBC MISSOURI**'s Local Exchange Tariff. Zone 4 includes Rate Group C as defined in **SBC MISSOURI**'s Local Exchange Tariff.

2.0 Recurring Charges

- 2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.
- 2.2 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.
- 2.3 Where rates will be based on minutes of use, usage will be accumulated at the end of the month and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. **SBC MISSOURI** is currently unable to measure busy/don't answer (by/da), but **SBC MISSOURI** intends to develop such capability. **SBC MISSOURI** will provide CLEC not less than 30 days notice when **SBC MISSOURI** begins to measure by/da. No related true up will occur.
- 2.4 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, **SBC MISSOURI** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, **SBC MISSOURI** will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

- 3.1 Non-recurring charges for Unbundled Network Elements are included on Appendix Pricing UNE - Schedule of Prices.
- 3.2 If CLEC provides its own testing for Unbundled Network Elements and its testing produces incorrect information which results in **SBC MISSOURI** dispatching a repair crew unnecessarily, then CLEC will pay **SBC MISSOURI** the cost of the unnecessary trip.
- 3.3 **SBC MISSOURI** offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled “Service Order Charges - _Unbundled Element”. In addition to the charges for the service order types listed below, CLEC will pay, where appropriate, a “Central Office Access Charge “ contained in Appendix Pricing UNE - Schedule of Prices in accordance with Section 14.2 of Attachment 6: UNE.
- 3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge of \$5.83 will apply. For additional PIC changes on that same order, a change of \$1.52 for each additional PIC charge will apply.

3.4 Service Orders

- 3.4.1 Appendix Pricing UNE – Schedule of Prices lists a price for service orders. This price will be applied pursuant to the award in Case No. TO-98-115

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

- 4.1 If CLEC requests or approves a **SBC MISSOURI** technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which **SBC MISSOURI** is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.
- 4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in **SBC MISSOURI**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC MISSOURI**.
- 4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and **SBC MISSOURI** dispatches personnel to the end user's premises or a **SBC MISSOURI** central office and trouble was not caused by **SBC MISSOURI**'s facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and **SBC MISSOURI** dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than **SBC MISSOURI** or in detariffed CPE provided by **SBC MISSOURI**, unless covered under a separate maintenance agreement.
- 4.5 If CLEC issues a trouble report allowing **SBC MISSOURI** access to the end user's premises and **SBC MISSOURI** personnel are dispatched but denied access to the premises, then Non Productive Dispatch

charges for technicians' time reasonably required will apply. Subsequently, if **SBC MISSOURI** personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.

- 4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. 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 considered to be Monday through Friday 8 a.m. to 5 p.m. which is **SBC MISSOURI**'s normally scheduled work day. **SBC MISSOURI**'s normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of **SBC MISSOURI**'s normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with **SBC MISSOURI**'s normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty **SBC MISSOURI** employee is necessary.
- 4.7 **SBC MISSOURI** will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.8 **SBC MISSOURI** will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with **SBC MISSOURI**'s internal management of those costs.
- 4.9 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".