

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2												19.2%	19.2%	
205		976 or 900 per residence line (in'l req.)		CREXN								19.2%	19.2%	
206		976 or 900 per business line (in'l req.)		CREXN								19.2%	19.2%	
207		976 or 900 per residence line (sub. req.)		CREXV								19.2%	19.2%	
208		976 or 900 per business line (sub. req.)		CREXV								19.2%	19.2%	
209												0.0%	0.0%	
210		Travel Charge	GE 19.1.4									0.0%	0.0%	
211		Charges/Time Sensitive Charge Plan	GE 19.1.4(B)									0.0%	0.0%	
212		Initial Travel Charge, 1st 15 minutes or fraction	GE 19.1.4(B)				\$ 39.50					0.0%	0.0%	
213		Add'l Travel Charge, ea. add'l 15 min. or fraction	GE 19.1.4(B)				\$ 14.25					0.0%	0.0%	
214												0.0%	0.0%	
215		SERVICE LINE SERVICE	GE 20									0.0%	0.0%	per line
216		Standard Arrangement	GE 20.1.1	LSF		\$ 1.10						0.0%	0.0%	per line
217		Standard Arrangement	GE 20.1.1	RTE		\$ 1.10						0.0%	0.0%	per line
218														
219		SUSPENSION OF SERVICE	GE 22											
220		Customer's Service May Be Suspended	GE 22.1.2											
221		At Their Own Request, temporary												
222		Residence	GE 22.1.2(A)(7)				\$ 17.25						0.0%	NTS
223		Business	GE 22.1.2(A)(7)				\$ 20.50						0.0%	NTS
224														
225		SHARED TENANT SERVICE (STS) ARRANGEMENTS	GE 37										0.0%	Not a Retail Offering
226		Rates	GE 37.8										0.0%	Not a Retail Offering
227														
228		EXCHANGE INTERCONNECTION SERVICE	GE 42										0.0%	
229														
230		Local Serving Arrangement (LSA)												
231		Circuit Switched Voice Grade Connection												
232		Access Link - 2 Wire Per Facility	GE 42.8.1.A.1.	1RSV2		\$ 31.00	\$ 150.00					0.0%	0.0%	Not a Retail Offering
233		-ADDITIONAL UNIT				\$ 31.00	\$ 85.00					0.0%	0.0%	Not a Retail Offering
234		DS1, Per Facility		1RSD4		\$ 165.00	\$ 800.00					0.0%	0.0%	Not a Retail Offering
235		-ADDITIONAL UNIT				\$ 165.00	\$ 470.00					0.0%	0.0%	Not a Retail Offering
236		Features/Functions												
237		SWITCH TERMINATIONS	GE 42.8.1A.2.											
238		ANALOG VOICE GRADE (LINE SIDE), (SELECT ONE)												
239		-INWARD		B1N1X		\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
240		-ADDITIONAL UNIT				\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
241		-OUTWARD		B1NOX		\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
242		-ADDITIONAL UNIT				\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
243		-2 WAY		B1NCX		\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
244		-ADDITIONAL UNIT				\$ 3.40	\$ 1.00					0.0%	0.0%	Not a Retail Offering
245		MULTIPLEXED ARRANGEMENTS												
246														
247		Multiplexed DS1 to Voice, Per DS1												
248		ACCESS LINK		MU74X		\$ 195.00						0.0%		Not a Retail Offering

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2														
249		Analog Voice Grade Channel Interconnection, Per Activated Channel		N2X2X		\$ 3.90	\$ 65.00					0.0%	0.0%	Not a Retail Offering
250		ADDITIONAL UNIT				\$ 3.90	\$ 45.00					0.0%	0.0%	Not a Retail Offering
251		SUBSEQUENT ORDER												
252		Analog Voice Grade Channel Interconnection, Per Activated Channel		N2X2X		\$ 3.90	\$ 75.00					0.0%	0.0%	Not a Retail Offering
253		ADDITIONAL UNIT				\$ 3.90	\$ 45.00					0.0%	0.0%	Not a Retail Offering
254		TRANSPORT	GE 42.8.1.A.3											
255		Originating TERMINATING WITHIN THE LOCAL							\$ 0.01			0.0%		Not a Retail Offering
256		CALLING SCOPE												
257		0-1 MILES							\$ 0.04			0.0%		Not a Retail Offering
258		1-25 MILES							\$ 0.04			0.0%		Not a Retail Offering
259		OVER 25 MILES							\$ 0.05			0.0%		Not a Retail Offering
260														
261		REARRANGEMENT CHARGES												
262		Change Type of Supervisory Signaling												
263		Per Switch Termination	GE 42.8.2A				\$ 40.00						0.0%	Not a Retail Offering
264		Change Directionality												
265		Per Switch Termination	GE 42.8.2B				\$ 25.00						0.0%	Not a Retail Offering
266														
267		OPTIONAL SERVICE FEATURES												
268		SUBSCRIBER INFORMATION INTERFACE	GE 42.8.3.1.C(1)	MN1		\$ 250.00	\$ 800.00					0.0%	0.0%	Not a Retail Offering
269														
270		ORIGINATING CALL INFORMATION PER CALL DELIVERED	GE 42.8.3.1.C(2)						\$ 0.01			0.0%		IN ADDITION, A 420 TYPE DATA CHANNEL IS REQUIRED. PRIVATE LINE CHARGES APPLY. Not a Retail Offering
271														
272														
273		OPTIONAL EXPANDED CALLING SCOPE												
274														
275		Local Metropolitan Option "A"	GE 42.8.3.2.A	EXOTH		\$ 10.75	AVAILABLE ONLY IN GREENWOOD, GRAIN VALLEY					0.0%		Not a Retail Offering
276														
277														
278														
279														
280														
281		Local Metropolitan Option "B"	GE 42.8.3.2.B	EXOTJ		\$ 10.00	AVAILABLE ONLY IN CHESTERFIELD, FENTON, MANCHESTER, MAXVILLE AND VALLEY PARK EXCHANGES					0.0%		Not a Retail Offering
282														
283														
284														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2		Spec. Opt. Local Metropolitan "A"	GE 42.8.3.2.C.	EXCTK		\$ 16.35	AVAILABLE ONLY IN ANTONIA, POND, EUREKA					0.0%		Not a Retail Offering
285							AND PORTAGE DES SIOUX EXCHANGES							
286														
287		Spec. Opt. Local Metropolitan "B"	GE 42.8.3.2.D.	EXCTL		\$ 16.60	AVAILABLE ONLY IN HIGH RIDGE, IMPERIA L.					0.0%		Not a Retail Offering
288							ST. CHARLES AND HARVESTER EXCHANGES.							
289														
290														
291		IF ORDERED ON THE SAME ORDER AS RELATED LSA, NO ADDITIONAL SERVICE CHARGE APPLIES. IF ORDERED FOR AN EXISTING LSA, EACH LSA IS ASSESSED												
292		THE SERVICE CHARGE FOUND IN THE LOCAL EXCHANGE TARIFF												
293														
294		FOR CHANGE OF TELEPHONE NUMBER.												
295														
296		WIRELESS CARRIER TARIFF												
297		PSC.MO.-NO. 40												
298														
299		Terminating Usage Rates:	WC 7.1											Not a Retail Offering
300		Type 1 (Within Local Call Scope):	WC 7.1.A											
301		0-1 miles						\$ 0.02				0.0%		Not a Retail Offering
302		Over 1 - 25 miles						\$ 0.03				0.0%		Not a Retail Offering
303		Over 25 - 50 miles						\$ 0.03				0.0%		Not a Retail Offering
304		Over 50 miles						\$ 0.04				0.0%		Not a Retail Offering
305														
306		Type 2A (Within Local Call Scope):	WC 7.1.B											
307		0-1 miles						\$ 0.02				0.0%		Not a Retail Offering
308		Over 1 - 25 miles						\$ 0.02				0.0%		Not a Retail Offering
309		Over 25 - 50 miles						\$ 0.02				0.0%		Not a Retail Offering
310		Over 50 miles						\$ 0.03				0.0%		Not a Retail Offering
311														
312		Type 2B (Within Local Call Scope)	WC 7.1.C					\$ 0.01				0.0%		Not a Retail Offering
313														
314		Type 1 & Type 2A (Outside Local Call Scope):	WC 7.1.D											
315		Local Switching						\$ 0.01				0.0%		Not a Retail Offering
316		Carrier Common Line (Originating)						\$ 0.01				0.0%		Not a Retail Offering

LIST OF SWBT'S OTHER SERVICES AVAILABLE FOR RESALE

SWBT/CLEC (M2A)
021601

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI AO 6/23/00				SWBT Retail Price						SWBT Wholesale		
		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
2														
317		Carrier Common Line (Terminating)						\$ 0.02				0.0%		Not a Retail Offering
318		Local Transport:												
319		0 - 1 mile						\$ 0.01				0.0%		Not a Retail Offering
320		1 - 25 miles						\$ 0.01				0.0%		Not a Retail Offering
321		25 - 50 miles						\$ 0.02				0.0%		Not a Retail Offering
322		Over 50 miles						\$ 0.03				0.0%		Not a Retail Offering
323														
324		Facility Terminations - Type 2B Service												
325		- 1.644 Mbps Facility Termination	WC 7.2.A			\$ 68.55	\$ 8.60					0.0%		Not a Retail Offering
326		- One-Way Originating	WC 7.2.B											
327		2-Wire	WC 7.2.B.1			\$ 11.20	\$ 8.60					0.0%		Not a Retail Offering
328		4-Wire	WC 7.2.B.2			\$ 43.20	\$ 8.60					0.0%		Not a Retail Offering
329		- One-Way Terminating	WC 7.2.C											
330		2-Wire	WC 7.2.C.1			\$ 10.80	\$ 8.60					0.0%		Not a Retail Offering
331		4-Wire	WC 7.2.C.2			\$ 43.20	\$ 8.60					0.0%		Not a Retail Offering
332		- Two-Way	WC 7.2.D											
333		2-Wire	WC 7.2.D.1			\$ 43.30	\$ 8.60					0.0%		Not a Retail Offering
334		4-Wire	WC 7.2.D.2			\$ 43.30	\$ 8.60					0.0%		Not a Retail Offering
335														
336														
337		Area Wide Calling Plan Usage Rates:												
338														
339		Option 1	WC 7.3.A					\$ 0.01	\$ 0.02			0.0%	0.0%	Not a Retail Offering
340		Option 2	WC 7.3.B											
341														
342		Directory Assistance Service:	WC 7.4											
343		Directory Assistance, per call	WC 7.4.A					\$ 0.30				0.0%		Not a Retail Offering
344		Directory Transport (Call Miles):	WC 7.4B											
345		0 - 1 mile						\$ 0.00				0.0%		Not a Retail Offering
346		Over 1 - 25 miles						\$ 0.01				0.0%		Not a Retail Offering
347		Over 25 - 50 miles						\$ 0.02				0.0%		Not a Retail Offering
348		Over 50 miles						\$ 0.04				0.0%		Not a Retail Offering
349														
350		AWCP NXX Conversion Charge												
		- Per NXX (New or Change)	WC 7.6	NRBC8			\$ 3,950.00					0.0%		Not a Retail Offering
351		- Service & Equipment		NRBC9			\$ 8.60					0.0%		Not a Retail Offering
352														
353														
354		Type 2B - per 2B End Office	WC 7.6.A	AG9			\$ 200.00						0.0%	Not a Retail Offering
		Change for Type 1 to Type 2A, per end office	WC 7.6.B	NRBC1			\$ 70.00						0.0%	Not a Retail Offering
355		Redesignate End Office Rate Center for Type 2A, per change	WC 7.6.C	NRBCX			\$ 50.00						0.0%	Not a Retail Offering
356		DACC Tape - Per Tape	WC 7.6.E				\$ 6.00						0.0%	Not a Retail Offering
357		Wireless Usage Study	WC 7.6.F											
358		- per trunk group					\$ 145.00							
359		- Service & Equipment Charge					\$ 8.60							
360														
361		EMERGENCY SERVICES NETWORK	GE 46											
362		EMERGENCY SERVICES NETWORK	GE 46.3	PEFX9		\$ 85.00	\$ 60.00					0.0%	0.0%	Not a Retail Offering
363		NTWKLINK, PER LINK												
364														
365		Telecommunications Service	DL 7.1.4.A											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		SWBT MISSOURI A/O 6/23/00				SWBT Retail Price						SWBT Wholesale		
2		SWBT Service Name	Missouri Tariff Cite (Name, Sect, Para)	USOC	SWBT agreement to offer - YES	Monthly Recurring	Service Charge/ Non-Recurring	Per Use Charge	Minute Charge	Message Charge	Mileage Charge	Recurring	Non-Recurring	Comments
366		Priority (TSP) System												
367		1. PRIORITY INSTALLATION OF DIGITAL LINK SRVC												
368		PRIME SERVICE VENDOR		P1APX			\$ 50.00						0.0%	NTS
369		SUBCONTRACTOR		P1ASX			\$ 50.00						0.0%	NTS
370		2. PRIORITY RESTORATION OF DIGITAL LINK SRVC												
371		a. PR LEVEL IMPLEMENTATION												
372		PRIME SERVICE VENDOR		PR6PX			\$ 51.00						0.0%	NTS
373		SUBCONTRACTOR		PR6SX			\$ 51.00						0.0%	NTS
374		b. PR LEVEL CHANGE												
375		PRIME SERVICE VENDOR		PR8PX			\$ 60.00						0.0%	NTS
376		SUBCONTRACTOR		PR8SX			\$ 60.00						0.0%	NTS
377		3. ADMINISTRATION/MAINTENANCE OF TSP SERVICE												
378		PRIME SERVICE VENDOR		PR9PX		\$ 4.10						0.0%		NTS
379		SUBCONTRACTOR		PR9SX		\$ 3.35						0.0%		NTS
380														
381		BROADBAND EDUCATIONAL VIDEO SERVICE	DL 14											
382		INTRACLUSTER CHANNEL TERM	DL 14.2.2 A1	ETNQD		\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
383		QUAD SPLIT MODE		ETNMD		\$ 1,371.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
384		MULTIMONITOR MODE												
385		CONNECTIVITY TO INDEPENDENT TELEPHONE Co.	DL 14.2.2 A2	EDU		\$ 766.00	\$ 350.00				0.0%	0.0%	0.0%	Not a Retail Offering
386		QUALITY 1				ICB	ICB							Not a Retail Offering
387		QUALITY 2												
388		INTERCLUSTER CONNECTIVITY	DL 14.2.2 A3			\$ 6.00					0.0%			Not a Retail Offering
389		DIGITAL TO DIGITAL, Quality 1						\$ 0.32				0.0%		
390		CONNECTIVITY TO PRIVATE NETWORK	DL 14.2.2 A4			\$ 6.00					0.0%			Not a Retail Offering
391		QUALITY 2				ICB		\$ 0.32				0.0%		Not a Retail Offering
392		QUALITY 1						ICB						
393		CONNECTIVITY TO DXC	DL 14.2.2 A5			\$ 6.00					0.0%			Not a Retail Offering
394		QUALITY 2				ICB		\$ 0.32				0.0%		Not a Retail Offering
395		QUALITY 1						ICB						
396		ETHERNET OPTION	DL 14.2.2 A6											
397		INTRACLUSTER CHANNEL TERMINAL		ETN		\$ 82.00	\$ 25.00				0.0%	0.0%	0.0%	Not a Retail Offering
398		1st Unit		ETN		\$ 82.00	\$ 3.00				0.0%	0.0%	0.0%	Not a Retail Offering
399		Ea. Add. Unit												Not a Retail Offering
400		INTERCLUSTER CONNECTIVITY					\$ 35.00	\$ 0.17	→Per megacell of use		0.0%	0.0%		Not a Retail Offering
401		First					\$ 25.00					0.0%		Not a Retail Offering
402		Subsequent					\$ 3.00					0.0%		Not a Retail Offering
403		Additional												
404		AUTHORIZED USE IN CONJUNCTION WITH LEASE OR RENTAL OF CUSTOMER'S FACILITIES	DL 14.2.2 A7											Not a Retail Offering
405								\$ 10.00	→Per hour		0.0%			
406														
407														
408		SHARED TENANT SERVICE (STS)	LE 1.2.2A											

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2														
409		RATE GROUP A				\$ 21.85	Y (SEE 1.2.2 I.)					0.0%		
410		RATE GROUP B				\$ 30.05						0.0%		Not a Retail Offering
411		RATE GROUP C-PRINCIPAL				\$ 33.15						0.0%		Not a Retail Offering
412		RATE GROUP C-METRO. 1				\$ 36.45						0.0%		Not a Retail Offering
413		RATE GROUP D-PRINCIPAL				\$ 43.60						0.0%		Not a Retail Offering
414		RATE GROUP D-METRO. 1				\$ 45.60						0.0%		Not a Retail Offering
415		RATE GROUP D-METRO. 2				\$ 48.00						0.0%		Not a Retail Offering

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1.0 Customized Routing of CLEC Directory Assistance and Operator Services

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 Customized routing of Directory Assistance and Operator Services on those SWBT switches with existing capabilities and capacity (e.g., by utilizing line class code or similar method) will be provided starting March 1, 1997, and implementation will be completed on all such switches by June 30, 1997. For those switches that lack the existing capability and/or capacity to support customized routing, SWBT will develop alternative method(s) (e.g., AIN based method) of providing customized routing of Directory Assistance and Operator Services. SWBT will complete implementation of said alternative method(s) by December 31, 1997. The schedule for development of alternative method(s) is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 1.3 SWBT is free to choose the methodology deployed in SWBT's network to perform customized routing of Directory Assistance and Operator Services. SWBT will provide to CLEC an implementation schedule as to each individual switch no later than December 1, 1996.
- 1.4 SWBT will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SWBT delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.5 SWBT will include CLEC's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the

service order request or similar process, and will ensure that they appear as the customer requested in SWBT's database used to perform Directory Assistance functions.

- 1.6 SWBT will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.7 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.8 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor as is done by SWBT's operators today.
- 1.9 SWBT will provide the functionality and features within its LS to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SWBT will provide post-dial delay at least equal to that provided by SWBT for its end user customers.
- 1.10 SWBT will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.11 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 1.12 SWBT, no later than five (5) days after the date CLEC requests the same, will provide to CLEC, the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.

2.0 Operator Services Busy Line Verification/Emergency Interrupt

- 2.1 SWBT will provide access to Operator Services Busy Line Verification/Emergency Interrupt (BLV/EI) for Resale services. Such access will be performed by the SWBT

operator upon receipt of a request from an CLEC operator. SWBT will meet the same performance results for CLEC customer requests as it does for SWBT customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. SWBT will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from the date of the Agreement or as mutually agreed to between the Parties. CLEC acknowledges that SWBT will not be able to separate CLEC and SWBT results.

3.0 Access to the Line Information Database

- 3.1 SWBT will use its service order process to update and maintain, on the same schedule that it uses for its end users, the CLEC customer service information for Resale services in the Line Information Database (LIDB).

4.0 Telephone Line Number Calling Cards

- 4.1 Effective as of the date of an end-user's subscription to CLEC local Resale service, SWBT will remove any SWBT-assigned telephone line-based calling card number (TLN) from the LIDB.

5.0 Related Services

- 5.1 SWBT will provide to CLEC access to its node signaling network to accommodate queries for calling card validations in real time. Database queries will receive priority equal to that which SWBT provides to itself. Database queries will receive reliability, availability, and performance equal to that which SWBT provides to itself. SWBT's performance of the node signaling network and database responses must at a minimum meet industry standards. SWBT will support database access using TCAP messages routed via Signaling Transfer Points (STPs). SWBT will record usage information for LIDB queries. SWBT will use its Signaling Control Points (SCPs) as the source of usage data. SWBT will aggregate LIDB usage by query type and by originating point code.
- 5.2 The prices, terms and conditions for the provision of customized routing are contained Attachment 6: Unbundled Network Elements.

APPENDIX DA-RESALE**SWBT-PROVIDED DIRECTORY ASSISTANCE SERVICE**

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request therefor.

1.0 Service

- 1.1 DA Service consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local and intrastate intraLATA calls. In the event and to the extent that SWBT provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 SWBT agrees to provide DACC only in areas where SWBT can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.4 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

2.0 Definitions - The following terms are defined as set forth below:

- 2.1 **Non-List Number** - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA Operator.
- 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA Operator.

- 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

3.0 **Call Branding/Rate Reference**

3.1 **Call Branding**

- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.
- 3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.13 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 3.14 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 5.0 Pricing of Appendix DA-Resale.

3.2 **Rate Reference**

- 3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this

Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

- 3.2.3 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 change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 5.0 Pricing of Appendix DA-Resale.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services, including equipment necessary for routing calls and signals to the SWBT serving office.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or NPA+555-1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

5.0 Pricing

- 5.1 Rates to be charged to CLEC by SWBT for the DA Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing to Attachment 1: Resale of this Agreement. In states where SWBT affords customers making calls to DA a monthly free call allowance, SWBT will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.
- 5.2 Pricing for branding of CLEC DA calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand	\$3,000.00
Rate per branded call:	\$0.0250

- 5.2.1 In the event that the Phraseology for branding DA calls is the same phraseology for branding OS calls, only one \$3,000.00 charge will apply per initial loading or subsequent change.
- 5.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SWBT to callers requesting CLEC rates using the rate tables already loaded by SWBT based on information provided by CLEC. The parties agree that CLEC will reimburse SWBT \$2,200.00 for the initial loading costs per operator switch and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

6.0 Liability

- 6.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

APPENDIX OS-RESALE**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR ASSISTANCE SERVICES**

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator services (Operator Services or OS) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

1.0 SWBT will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SWBT has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 SWBT will provide to CLEC the call types in Sections 3.0 through 8.0 below:

- 3.0 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

- 4.0 **Semi-Automated Station-to-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 **Semi-Automated Person-to Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 **Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 7.0 **Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 8.0 **Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

9.0 Call Branding/Rate Reference**9.1 Call Branding**

- 9.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's. SWBT will offer Call Branding of Operator Services in the name of CLEC.
- 9.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 9.1.3 SWBT will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 9.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 13.0 Pricing of Appendix OS-Resale.

9.2 Rate Reference

- 9.2.1 SWBT Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 9.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the OS service provided to CLEC as SWBT OS service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
- 9.2.3 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 change date. CLEC

acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective

- 9.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC, except as provided in 9.2.2.
- 9.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in Section 13.0 Pricing of Appendix OS-Resale.

10.0 Other Operator Assistance Services

- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 Handling of Emergency Calls to Operator - SWBT agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that SWBT processes the same type of call for a SWBT end user customer.
- 10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

11.0 Responsibilities of the Parties

- 11.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 11.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).

- 11.4 SWBT will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement necessary for CLEC to verify traffic volumes and bill its end users.

12.0 Methods and Practices

- 12.1 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

13.0 Pricing

- 13.1 Rates to be charged to CLEC by SWBT for the Operator Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing of Attachment 1: Resale.

Pricing for branding of CLEC OS calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

- 13.2 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one \$3,000.00 charge will apply per initial loading or subsequent change.
- 13.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SWBT to callers requesting CLEC rates using the rate tables already loaded by SWBT based on information provided by CLEC. The parties agree that CLEC will reimburse SWBT \$2,200.00 for the initial loading costs per operator switch and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

14.0 Liability

- 14.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

APPENDIX WHITE PAGES (WP) - RESALE

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth SWBT's and CLEC's agreement to the following terms and conditions for the inclusion of CLEC Customer information associated with Resale services in the White Pages directories:

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.
- 1.3 SWBT will make available to CLEC, for these CLEC customers, non-discriminatory access to White Pages directory listings (Directory Listings), under the following terms and conditions in Section 2.0 of this Appendix.

2.0 Service Provided

- 2.1 SWBT will use the practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. SWBT will include CLEC local customers' primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.
- 2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC customers located within the SWBT local directory area, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 SWBT will include the listing information for CLEC's customers for Resale services in SWBT's White Pages directory data base in the same manner as it includes listing information for SWBT's end user customers.
- 2.4 SWBT will provide the following directory listing criteria to CLEC for White Pages listings and will provide changes to such criteria not later than sixty (60) days in advance of such changes becoming effective:
 - 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);

- 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available;
- 2.4.3 White Pages directory delivery schedules;
- 2.4.4 Restrictions, if any, on number of White Pages directories provided at no charge to a customer; and,
- 2.4.5 Geographic coverage areas of each White Pages directory published by SWBT (by exchange community and/or NPA/NXX).
- 2.5 CLEC may purchase Enhanced White Pages listings for residential customers on a per listing basis and will pay SWBT amounts attributable to such Enhanced Listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
- 2.6 Publication schedules for White Pages: SWBT will provide to CLEC the initial directory schedule for a calendar year within three (3) to six (6) months of the publication year for those areas where CLEC provides local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with SWBT's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP unless CLEC, in writing at least sixty (60) days prior to the directory close for the year, directs SWBT to separate CLEC's listings from SWBT's listings.
- 2.8 SWBT will deliver Directory Listings in book form (White Pages directories) to CLEC Customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own end users.
- 2.9 SWBT will distribute the White Pages directory and will make any subsequent distribution in accordance with the same practices and procedures used by SWBT to distribute directories to its end users.
- 2.10 At its option, CLEC may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. CLEC will provide to SWBT, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. SWBT will have the right to approve, and,

with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).

- 2.11 SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
- 2.12 At its option, CLEC may also order directories from SWBT to be delivered to CLEC in bulk. If CLEC selects this option, CLEC shall provide to SWBT, at least sixty (60) days prior to the directory close for the year, written specification of the total number of directories that CLEC will require for bulk delivery to CLEC. At its option, and at the same time it provides other directory information pursuant to this paragraph (Section 2.12) (i.e., at least sixty (60) days prior to directory close), CLEC may specify that such directories, or any portion of such directories, are to be delivered by SWBT to CLEC as "signature books" (i.e., directories without a cover) so that CLEC may, at its own expense, place its own cover on such directories. Furthermore, at its option and at its own expense, CLEC may place its own "tip-ons" (advertisements adhered to directories) on any directory ordered by it pursuant to this paragraph (Section 2.12). Once SWBT has delivered directories in bulk to CLEC pursuant to this paragraph (Section 2.12), SWBT shall not be responsible for further delivery or disposition of said directories. Upon CLEC's written request, SWBT will provide to CLEC the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where CLEC is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.13 SWBT will provide daily electronic directory listing verification reports to CLEC upon request. This report can be used to verify CLEC subscriber White Page and Directory Assistance listing information. This daily electronic verification report will be produced by SWBT's ALPSS/LIRA system, and will include Directory Delivery Address (DDA) information for each CLEC end user listing. Each report will reflect CLEC subscriber directory listings input the previous work day. Daily reports for the previous 30 days can be accessed. Any necessary additions, deletions or modifications to listings discovered by CLEC upon review of the daily electronic listing verification report will be submitted to SWBT via the appropriate directory listing correction process as soon as possible, and no less than 30 days prior to the Business Office Close Date for the directory in which that end user listing will appear.
- 2.14 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide CLEC, upon request, an electronic verification list of

CLEC's subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SWBT will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic verification list will be provided in CD-ROM format. The directory listing verification list also is available upon request through SWBT's ALPSS/LIRA system subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SWBT via the appropriate directory listing correction process no less than thirty (30) days prior to the SWBT Business Office Close date for that directory, provided that SWBT made the electronic verification list available to CLEC in a timely manner as specified above.

3.0 Use of Subscriber Listing Information

- 3.1 Subscriber listing information for Resale services, maintained in SWBT's Listings Subscriber System (LSS) database and successor databases, if any, including listings of CLEC Customers, may be provided to third parties on the same terms and conditions and at the same rates that SWBT provides its own subscriber list information to third parties. CLEC will receive its pro-rata share of any amounts paid by third parties to SWBT for such subscriber list information. CLEC's pro-rata share will be calculated based on the proportionate share of CLEC customers to the total number of customers included in the subscriber list information. Provision of subscriber list information to third parties will be solely at SWBT's discretion.

4.0 Pricing

- 4.1 This Section Intentionally Left Blank.

- 4.2 Pricing for Informational Pages: \$3,191.73

- 4.2.1 The price contained in Section 4.2 is interim in nature and is subject to true-up from the effective date of this agreement to the Missouri Commission's determination of permanent prices.

ATTACHMENT 2: ORDERING AND PROVISIONING - RESALE

1.0 General Requirements

SWBT will provide pre-order, ordering and provisioning services to CLEC associated with SWBT's Resale services under the Agreement pursuant to the requirements set forth in this Attachment.

- 1.1 Throughout the term of the Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as SWBT may deploy) that SWBT uses to provide pre-order, ordering and provisioning services to CLEC under this Agreement will be at least equal in quality to that provided by SWBT to its end users.
- 1.2 For all Resale services ordered under the Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users.
- 1.3 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning.

Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

- 1.4 SWBT and CLEC agree to work together to implement an Electronic Gateway Interface (EGI) that provides nondiscriminatory access to SWBT's pre-order process equivalent to that which is available to SWBT for use with its end users. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) with the Effective Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EGI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in AT&T Exhibit 15A filed in the Texas PUC Docket No. 16226.
- 1.4.1 SWBT also will make available to CLEC Residence EASE, to be used by CLEC on an interim basis prior to the deployment of EDI as required above in Section 1.4, for the

processing of residence Resale service orders. The following service order types may be processed via Residence EASE: Conversion (as is or with changes); Change (Features, Listings, InterLATA and IntraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).

- 1.4.2 SWBT also will make Business EASE available to CLEC within a reasonable period of time agreed to by the Parties, upon receipt of a written request from CLEC.
- 1.4.3 SWBT will make access to its Southwestern Order Retrieval and Distribution (SORD) system generally available to CLEC upon request. Due to the unique and varied options available to CLEC through use of SORD, CLEC will advise SWBT of the functionalities to which it desires access, such as those identified in the February 26, 1999 Accessible Letter, CLEC99-027. Specific terms and conditions for those functionalities will be negotiated and incorporated herein through a separate appendix. There is no charge for access to SORD, other than the OSS access charge contained in Appendix Services Pricing to Attachment 1: Resale.
- 1.4.4 CLEC and SWBT will work together to establish mutual requirements and specific interface agreements through the implementation process.
- 1.5 In areas where service order transactions cannot be provided via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If Resale services are provided by SWBT to CLEC before electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides in serving SWBT's end user customers. When CLEC elects to process orders manually, it may choose to submit a log listing its order requests. When such a log is submitted, SWBT will return an acknowledgement, verifying which or all of the accompanying orders were received by SWBT on that fax. This return acknowledgement will be submitted within one hour of the time CLEC's log is received. SWBT is developing a process for mechanized fax return of FOCs for manually submitted orders.
- 1.6 SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure", unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions

pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.

- 1.7 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Resale services provided by SWBT to CLEC. SWBT will provide ordering and provisioning services to CLEC for Resale service orders Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC. SWBT will provide the same out of hours provisioning coverage for CLEC end user customers as SWBT provides to its end user customers. SWBT also agrees to extend hours of coverage of the LSC based on order volumes. CLEC may request SWBT to provide Sunday, holiday, and/or additional out of hours provisioning services within two business days. If CLEC requests that SWBT perform provisioning services other than Monday through Friday from 8:00 a.m. to 5:30 p.m., SWBT will quote, within one (1) day of the request, a cost-based rate for such services. If CLEC accepts SWBT's quote, SWBT will perform such provisioning services to CLEC in the same manner it does for itself.
- 1.8 SWBT will provide electronic system interfaces Monday through Saturday from 7 a.m. to 11 p.m.; and, Sunday from 11:00 a.m. to 11:00 p.m. for all pre-order, ordering and provisioning order flows. These electronic system interfaces will conform to the terms of paragraphs 1.4 and 1.6 above and Section 2 below. SWBT will also provide to CLEC a toll-free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Resale services. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5 p.m. to 8 p.m., Monday through Friday, and from 8 a.m. through 8 p.m. on Saturday.
- 1.9 SWBT will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to SWBT customers.
- 1.10 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Resale services. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 1.11 SWBT will recognize CLEC as the customer of record for all Resale services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 1.12 SWBT will provide the following to CLEC upon request:
 - 1.12.1 A list of all services and features available for resale from each switch that SWBT may use to provide a Local Switching Element, by switch CLI and NPA NXX. Within ten

(10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply;

1.12.2 Layout Record Cards for designed Resale services;

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

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

1.13 SWBT will train those SWBT employees who have contact with CLEC or any other LSP not to discriminate against any LSP, including CLEC, and not to disparage any LSP, including CLEC, to any LSP's customers.

1.14 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's Work Centers regarding systems, work center interfaces, and to establish a change control process for those methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.

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

1.16 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a

reciprocal basis will refer to a SWBT designated number all misdirected calls that CLEC receives from SWBT customers. CLEC and SWBT will agree on the scripts to be used for this purpose.

- 1.17 SWBT's LSC will provide design and coordination support for all Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI, Broadband and packet service. SWBT will coordinate with SMSI to avoid interruption of Callnotes service during conversions to CLEC services.
- 1.18 SWBT will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SWBT 9-1-1 database for end-user customers served by CLEC through resale. CLEC may request that electronic compare files be provided for all of CLEC's resale customer accounts in Missouri (sorted by NPA), or by specific NPA. At CLEC's option, SWBT will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SWBT within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SWBT via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

2.0 Pre-Order and Ordering Interface Requirements

- 2.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two

weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.

- 2.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.
- 2.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 2.2 When ordering Resale services, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT for both consumer and business customers that provides real-time access to SWBT's information systems. This gateway shall be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
 - 2.2.1 Obtain customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
 - 2.2.2 Identify features and services to which the customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
 - 2.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a

number, including, without limitation, a vanity number, for thirty days for consumer and business services;

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

2.2.4 Determine if a service call is needed to install the line or service;

2.2.5 Provide service availability dates to the customer;

2.2.6 Provide information regarding the dispatch/installation schedule, if applicable;

2.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;

2.2.8 Perform address verification.

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

3.0 Ordering Requirements

3.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any Resale service for any CLEC local service customer. SWBT will implement any restoration priority on a per Resale service basis in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures.

3.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.

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

3.4 Unless otherwise directed by CLEC when CLEC orders a Resale service, all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including,

but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.

- 3.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 3.6 SWBT will provide CLEC with standard provisioning intervals for all designed and complex services.
- 3.7 SWBT will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911 and LIDB information for the end user is not deleted during the process of converting that customer to resold service provided by a CLEC.

4.0 Provisioning Requirements

- 4.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Resale services unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 4.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 4.3 SWBT will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date, Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.
- 4.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF/EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system

will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOC's will be returned on a real-time basis and in accordance with Attachment 17.

- 4.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Resale services ordered by CLEC.
- 4.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejections/Errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 4.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.
- 4.8 When a SWBT employee visits the premises of an CLEC customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel.
- 4.9 SWBT technicians will direct CLEC customers to contact CLEC if CLEC customer requests a change in service at the time of installation.
- 4.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.

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

5.0 Order Format and Data Elements for Resale Service

- 5.1 In ordering Resale services, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF. Industry standards do not currently exist for the ordering of Resale services. Therefore, until such standard industry order formats and data elements are developed by the OBF, CLEC will utilize the format described in this Section to address the specific data requirements necessary for the ordering of Resale services.
- 5.2 On or before the Effective Date of the Agreement, SWBT will provide order format specifications for all Resale services available to be ordered and all customer data required by SWBT from CLEC to provision these services.
- 5.3 CLEC and SWBT will agree upon the appropriate ordering and provisioning codes to be used for each Resale service. The Local Service Provider Electronic Ordering Form, as currently defined by the OBF, will be utilized by SWBT for the ordering of services via electronic interface. The Manual Ordering Form, when defined by the OBF, will be implemented by SWBT for manual service orders.
- 5.4 Each order for a Resale service will contain the following order-level sections as currently defined by the OBF: Administration, Bill, Contact, and End User information.
- 5.5 In addition to the above OBF sections, CLEC will provide provisioning data in the format defined below when ordering Resale services. CLEC will provide data in the following provisioning categories, such data to be provided on the OBF ordering form as completed data fields:

Activity. The activity field will include one of the following entries:

- (A) Add. This will apply when a new service is being ordered;
- (C) Change. This will apply when an CLEC customer's existing service is being altered in some way, e.g., "moved as specified" (migrate with change), "move as is" (conversion);
- (D) Disconnect. This will apply when an existing service is being completely disconnected;
- (R) Record Only. This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

6.0 Order Activity Description.

- 6.1 For each activity, a further description of the Order Activity may be required. The following Order Activity Descriptions may be applied to any Add, Change, Disconnect or Record Only order. In some cases, more than one of these may apply to a particular order:

Modify: This will apply when the order has been modified in some way;

Cancel: This will apply when the order has been canceled, and no provisioning activity related to that order is to be completed;

Expedite: This will apply when the provisioning activity is required to be completed prior to the committed Due Date. The customer requested Due Date category will reflect the date the activity needs to be completed;

Sequence: This will apply when components of the order must be worked in the proper sequence, or when components of the order are sequentially related to components of another order;

Coordinated: This will apply when components of the order must be worked simultaneously, or when components of the order must be coordinated with components of another order;

Suspend: This will apply when a functionality is to be suspended until further notice. The exact nature of the suspension will be reflected within the body of the order. This field will be used with a C (Change) Order Activity;

Restore: This will apply when a previously suspended functionality is to be restored. This field will be used with a C (Change) Order Activity.

7.0 Performance Metrics

- 7.1 When CLEC places an order, SWBT will specify a DD based on force availability. In the event a DD other than that specified is requested by the CLEC customer, CLEC will contact SWBT and the Parties will negotiate a DD based on that request. SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 7.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8 a.m. and 5 p.m.

- 7.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 7.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time (non-designed - 10 days; designed - 30 days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SWBT for both CLEC customers and SWBT customers); and (d) LSC response time. SWBT will provide the same level of service to CLEC customers as it provides to its own customers.
- 7.6 When new processes and electronic interfaces are implemented between CLEC and SWBT, SWBT and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.
- 8.0 **Operational Readiness Test (ORT) for Pre-Ordering, Ordering/Provisioning**
- 8.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Resale services. ORT will be completed in conformance with agreed upon implementation dates. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.
- 9.0 **Pricing**
- 9.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.
- 10.0 SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

ATTACHMENT 3: MAINTENANCE - RESALE

1.0 General Requirements

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all Resale services in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

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

3.0 Electronic Bonding

- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228 to support repair and maintenance of Resale services.
- 3.2 CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is scheduled to be completely operational not later than seven (7) months after the Effective Date of the Agreement, with testing beginning not later than three (3) months after the Effective Date of the Agreement. If CLEC fails to begin testing within three (3) months after the Effective Date of the Agreement, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 of EBI will provide the following functions:
- a) the ability to enter a new trouble ticket electronically;
 - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
 - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
 - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type.

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

- a) performing feature and line option verification and requesting corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;
- d) receiving immediate notification of missed appointments;
- e) identifying cable failures by cable and pair numbering.

SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.

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

4.0 Repair Service Response

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

5.0 Intercompany Communications

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

6.0 Emergency Restoration Plan

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

- a) disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and Local Operations Center (LOC) Disaster Recovery Plan Summary dated April 22, 1996, and as subsequently modified;
- b) establishment of a SWBT Single Point Of Contact (SPOC) responsible for initiating and coordinating the restoration of all Resale services. The SWBT NMSC will notify CLEC's NMC of activities involving the central office and interoffice network and the SWBT LOC will notify the CLEC CNSC of any local loop facility when the LOC becomes aware of the local loop facility failure;
- c) establishment of the SWBT LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;
- d) methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- e) methods and procedures for reprovisioning of all Resale services after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- f) site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;
- g) site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified;
- h) generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as

subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

7.0 Misdirected Repair Calls

- 7.1 All misdirected repair calls to SWBT from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number.

8.0 Repair Procedures

- 8.1 SWBT agrees to the following:

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

- 8.1.2 The SWBT LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number to the CNSC) 24 hours per day, seven (7) days a week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & AT&T Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994, or as subsequently modified or as otherwise agreed upon.

- 8.1.3 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has

not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the CNA program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) or another agreed upon method and will include all "closed tickets" from the previous day (including No Access and closed troubles).

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

8.1.5 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Resale service:

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

The above performance measurements will be measured and reported to CLEC on a monthly basis by SWBT for both CLEC customers and SWBT customers. If the quality of service provided to CLEC customers based on these measurements is less than that provided to SWBT customers for three (3) consecutive months, or if the average quality of service for a six (6) month period is less than that provided to SWBT customers, CLEC may request a service improvement meeting with SWBT.

- 8.1.6 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

9.0 Escalation Procedures

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

10.0 Premises Visit Procedures

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to CLEC, and not to CLEC's end-user customers.
- 10.1.1 Dispatching of SWBT technicians to CLEC Customer premises shall be accomplished by SWBT pursuant to a request received from CLEC.
- 10.1.2 When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel.
- 10.1.3 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a CLEC branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

11.0 New Circuit Testing

- 11.1 SWBT will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.
- 11.2 Toolbar will be utilized by CLEC on an interim basis until the full implementation of EBI in order to initiate and receive test results on POTS resale services.

12.0 Pricing

- 12.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale

13.0 MLT Testing

- 13.1 SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold SWBT services. SWBT will make MLT testing functionality available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold SWBT POTS services.

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE**1.0 General**

This Attachment 4: Connectivity Billing-Resale describes the requirements for SWBT to bill all charges CLEC incurs for purchasing Resale services.

2.0 Billable Information And Charges

- 2.1 In accordance with this Agreement, SWBT will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SWBT (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SWBT will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.
- 2.2 SWBT will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3.0 Issuance of Connectivity Bills - General

- 3.1 SWBT will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.
- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SWBT a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SWBT's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 Electronic Transmissions

- 4.1 SWBT will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SWBT's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SWBT has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing

link. Otherwise, a new link for data transmission must be established. SWBT and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 Tape or Paper Transmissions

- 5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO CLEC:

Tape Transmissions via U.S. Mail:	Barry Beshirs, President BBC Telephone Inc. 154 N. Emporia Wichita, KS 67202
Tape Transmissions via Overnight Delivery:	Barry Beshirs, President BBC Telephone Inc. 154 N. Emporia Wichita, KS 67202
Paper Transmissions via U.S. Mail:	Barry Beshirs, President BBC Telephone Inc. 154 N. Emporia Wichita, KS 67202
Paper Transmissions via Overnight Delivery:	Barry Beshirs, President BBC Telephone Inc. 154 N. Emporia Wichita, KS 67202

The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 Testing Requirements

- 6.1 At least ninety (90) days prior to SWBT sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SWBT will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SWBT meets mutually agreed testing specifications, SWBT may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

- 7.1 SWBT agrees that if it transmits data to CLEC in a mechanized format, SWBT will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:
- a) The BAN shall not contain embedded spaces or low values;
 - b) The Bill Date shall not contain spaces or non-numeric values;
 - c) Each Connectivity Bill must contain at least one detail record;
 - d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SWBT will be responsible for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SWBT will develop the processes and methodologies required for Resale services bill certification.

9.0 Payment Of Charges

- 9.1 Subject to the terms of this Agreement, CLEC and SWBT will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that

has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, SWBT and CLEC will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event CLEC receives multiple Connectivity Bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to SWBT's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.

10.0 Examination Of Records

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

11.0 Pricing

- 11.1 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions for SWBT's provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Resale services from SWBT.

2.0 General Requirements for Usage Data

- 2.1 SWBT's provision of Usage Data to CLEC will be in accordance with performance metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.
- 2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

- 3.1 SWBT will provide usage data for CLEC Customers using SWBT-provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

- a) Completed calls;
- b) Use of CLASS/LASS/Custom Features;
- c) Calls to Directory Assistance where SWBT provides such service to an CLEC customer;
- d) Calls completed via SWBT - provided Operator Services where SWBT provides such service to CLEC's Local Service customer;
- e) Station level detail for SWBT - provided CENTREX and PLEXAR families of services;
- f) Complete call detail and complete timing information for Resale services.

SWBT will provide Usage Data for completed calls only for service offerings that SWBT records for itself (e.g., Local Measured Services).

- 3.2 SWBT will provide Usage Data to CLEC only for CLEC Customers. SWBT will not submit other carriers' local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

- 4.1 SWBT will provide Usage Data in the EMR format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), or as otherwise agreed to by the Parties.
- 4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

5.0 Usage Data Reporting Requirements

- 5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.
- 5.2 SWBT will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.
- 5.3 SWBT will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of usage data to CLEC.
- 5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.
- 5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 5.7 The Usage Data EMR format, content, and transmission process will be tested not later than three (3) months after the Effective Date of the Agreement or as otherwise mutually agreed to by both Parties.

6.0 Alternatively Billed Calls

- 6.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 6.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit such data to CLEC on a daily basis. CLEC as the LSP will be deemed the

earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SWBT for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.

- 6.3 Incollects: SWBT will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SWBT will transmit such data to CLEC on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of this Agreement and the credit will be \$.05 per billed message. CLEC will pay to SWBT a per message charge of three tenths of one cent (\$.003) for SWBT's transmission of incollect messages to CLEC.

7.0 Local Account Maintenance

- 7.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.
- 7.2 When any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each WTN transmitted for SWBT's transmission of the change notification.

8.0 Pricing

- 8.1 SWBT will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.
- 8.2 Prices for access to OSS covered by this Attachment are contained in Section 15 of Appendix Services/Pricing to Attachment 1: Resale.

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS**1.0 Introduction**

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to CLEC. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto.

2.0 General Terms and Conditions

- 2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SWBT will make the requested connection.
- 2.2 CLEC may combine any unbundled Network Element with any other element without restriction. 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. This paragraph does not limit CLEC's ability to purchase services under SWBT's resale tariff while also utilizing the UNE provisions of this agreement to the same end use customer. This paragraph does not limit CLEC's ability to permit IXCs to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit CLEC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section 5 of this Attachment. Further, when customized routing is used by CLEC, pursuant to Section 5.2.4 of this Attachment, CLEC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.
- 2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide CLEC access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction except as provided in this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SWBT will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide telecommunications services

- to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.22.
- 2.4.1 When CLEC orders unbundled Network Elements in combination, and identifies to SWBT the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by CLEC for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SWBT's delivery of service to its POTS customers served through equivalent SWBT loop and switch ports. Network element combinations provided to CLEC by SWBT will meet all performance criteria and measurements that SWBT achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.
- 2.6 Various subsections below list the Network Elements that SWBT has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SWBT will make additional Network Elements available pursuant to the terms of Section 2.22 of this Attachment. The waiver contained in the first sentence of Section 14.8 of this Attachment shall not apply to such additional Network Elements requested by CLEC nor shall it apply to new Network Elements made available by SWBT pursuant to Section 14.5 of this Attachment. Notwithstanding SWBT's ability to challenge the provision of new UNEs pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, SWBT agrees, absent a stay or reversal on appeal, to make such new UNEs available under the provisions of Section 14.5.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible

for the telecommunications services provided by CLEC through the use of those elements.

- 2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.
- 2.9 Where unbundled elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.
- 2.10 This Section Intentionally Left Blank
- 2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.12 SWBT will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and CLEC.
- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to CLEC under the provisions of this Attachment will remain the property of SWBT.
- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.15 CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, 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 element(s) causing the violation.
- 2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure)

which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SWBT provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17 Performance of Network Elements

- 2.17.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions. Such publications will be shared with CLEC. CLEC may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process. SWBT shall not impose its own standards for provision services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.
- 2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.
- 2.17.3 Nothing in this Agreement 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 such 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. 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.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC

may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

- 2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.17.7 SWBT will provide performance measurements as outlined in Attachment 17 under this Agreement. SWBT will not levy a separate charge for providing this information.
- 2.18 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.19 This Section Intentionally Left Blank
- 2.20 When CLEC purchases unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SWBT will not collect access charges from CLEC or other IXC's except for charges for exchange access transport services that an IXC elects to purchase from SWBT.
- 2.21 CLEC will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.
- 2.22 **Special Request**

The sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; interoffice transport, including common transport, and dedicated transport;

signaling and call-related database; operations support systems functions; and cross-connects. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

- 2.22.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to FCC Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- 2.22.3 The requesting Party may cancel a Network Element Special Request in a commercially reasonable manner.
- 2.22.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.
- 2.22.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or 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. If the receiving party does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: the requesting party has twenty (20) days in which to file a petition with the Commission, seeking a determination that the receiving party be required to provide the unbundled element. The receiving party must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.
- 2.22.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the

receiving Party will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

- 2.22.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.22.8 As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Network Element Special Request, the receiving Party shall provide to the requesting Party a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 2.22.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 2.22.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special 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.
- 2.22.11 Whenever CLEC requests to purchase a particular SWBT Network Element that is operational at the time of the request but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SWBT will provide a price quote for the Element, consistent with the Act, within twenty (20) days following SWBT's receipt of CLEC's request. If the Parties have not agreed on a price for the Element within ten (10) days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

3.0 Network Interface Device

- 3.1 The Network Interface Device (NID) is a cross-connect used to connect 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.
- 3.2 CLEC personnel may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the

preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

- 3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SWBT NID.
- 3.4 CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 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.
- 3.6 The SWBT NIDs that CLEC uses under this Attachment will be those installed by SWBT to serve its customers.
- 3.7 CLEC will not attach to or disconnect SWBT's ground. CLEC will not cut or disconnect SWBT's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

4.0 Local Loop

- 4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.
- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.4. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
 - 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

- 4.2.2 The 4-Wire analog loop 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.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop 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.
- 4.2.5 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).
- 4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process. The availability of a loop type, e.g., DS3 loop, through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, e.g., DS3 Entrance Facility.
- 4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Special Request process. This section does not apply when CLEC orders a Loop/Switch port combination from SWBT.
- 4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. CLEC will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

- 4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.
- 4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Distribution".
- 4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central

office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.

- 4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".
- 4.6.2.2 When CLEC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".
- 4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.

5.0 Local Switching

- 5.1 Definition: The local switching 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 local switching 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, dial tone, signaling and access to 911, access to operator services, access to directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex-like capabilities as well as any technically feasible customized routing, blocking/screening, and recording functions.
- 5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. SWBT will provide CLEC with recordings which will permit it to collect all access or toll revenues associated with the use of the local switching element.

5.2 Technical Requirements

- 5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC.
- 5.2.2 Except as required to fulfill CLEC requests for customized routing, SWBT's Local Switching element will route local calls on SWBT's common network (i.e., Common Transport) to the appropriate trunk or lines for call origination transport according to the same criteria that SWBT applies to its own calls.
- 5.2.3 SWBT should route all local operator services and directory assistance calls to a single destination designated by CLEC where technically feasible.
- 5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.) CLEC may request additional types of Customized Routing for local calls through the Special Request Process.
- 5.2.3.2 Permanent prices for AIN Customized Routing are found in Appendix Pricing UNE – Schedule of Prices. The AIN Customized Routing prices also will apply to Customized Routing in any Missouri local switches that are not AIN compatible, and SWBT will supply Customized Routing for these switches through the Line Class Code method or other method agreed upon by the parties.
- 5.2.3.3 Intentionally left blank
- 5.2.3.4 For particular customer serving arrangements in which Customized Routing is not available through AIN, if CLEC requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), CLEC will pay rates to be established by future negotiation or arbitration. If CLEC does not so request, Customized Routing will be unavailable and the customer's operator services and directory assistance calls will be routed to the SWBT OS/DA platform as defined in Attachment 22 DA-Fac and Attachment 23 OS-Fac. CLEC will pay appropriate OS/DA charges for SWBT to properly handle such calls to SWBT's OS/DA platform found in Attachment 22 DA-Fac and Attachment 23 OS-Fac. The particular customer serving arrangements in which customized routing is not available through AIN consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

5.2.4 Customized Routing of CLEC Directory Assistance and Operator Services; Call Blocking/Screening

- 5.2.4.1** Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.
- 5.2.4.2** SWBT agrees to provide CLEC the AIN solution for customized routing in each of its end offices.
- 5.2.4.2.1** SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.
- 5.2.4.2.2** When CLEC uses unbundled local switching and requests blocking/screening for one of those particular customer serving arrangements that are not AIN compatible, SWBT will provide blocking/screening via special line class codes at rates to be negotiated by the Parties. The particular customer serving arrangements consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.
- 5.2.4.3** SWBT has deployed customized routing via AIN technology. SWBT will provide Customized Routing via LCC technology at the request of CLEC. In the event a CLEC specifically requests an LCC in any local switch where AIN is implemented, SWBT shall provide a forward-looking cost estimate to the CLEC through the Special Request Process, provided that such LCC needs to be developed to accommodate the CLEC's customized routing requirement or calling scope. CLEC will pay the costs for implementing the request, provided that, if CLEC does not agree with SWBT's proposed charges for LCC customized routing, SWBT will submit its costs and proposed prices to the Commission for approval in accordance with TELRIC requirements, and CLEC will only be required to pay the prices approved by the Commission. If a CLEC requests an LCC in a switch where that LCC is already implemented and used by SWBT, no charge as related to development of such LCC applies.

- 5.2.4.4 SWBT will make available to CLEC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by CLEC Customers to the CLEC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to CLEC OS and DA platforms, CLEC may complete such calls and receive the associated revenue.
- 5.2.4.5 SWBT will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC. (Designated trunks via Feature Group C signaling, or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid).)
- 5.2.4.6 SWBT will provide the functionality and features within its LS to route CLEC dialed 0/0+ local calls to CLEC. (Designated trunks via operator services Feature Group C signaling.)
- 5.2.4.7 Intentionally left blank
- 5.2.4.8 Intentionally left blank
- 5.2.4.9 Direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 5.2.4.10 SWBT, no later than five (5) days after the date CLEC requests the same, will provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.
- 5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.2.6 SWBT will perform testing through the Local Switching element for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

- 5.2.7 SWBT will repair and restore any SWBT equipment or any other maintainable component that may adversely impact Local Switching.
- 5.2.8 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.
- 5.2.9 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.
- 5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.
- 5.2.11 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 Special Request process.
- 5.2.12 SWBT will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.
- 5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide.

5.3 Interface Requirements:

- 5.3.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port charge includes the charges for cross connect to the main distribution frame or DSX panel. SWBT will provide the following switch ports:
 - 5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including centrex-like applications. When CLEC orders a

Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

- 5.3.1.2 Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.
- 5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).
- 5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications. When CLEC orders a Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.
- 5.3.1.5 ISDN Primary Rate Interface (PRI) Port: switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities. Analog line port numbers (POTS) that are requested to be routed to this PRI trunk side port will be priced separately. The price for accomplishing this function is contained in Appendix Pricing UNE Schedule of Prices under "DS1 Digital Trunk Port" and labeled "Regular Numbers."
- 5.3.1.6 Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports necessary shall be priced through the Special Request Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.
- 5.3.1.7 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".
- 5.3.1.8 This Section Intentionally Left Blank
- 5.3.1.9 CLEC may request additional port types from SWBT through the Special Request process.

6.0 Tandem Switching

6.1 Definition: 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.

6.1.1 When CLEC uses Tandem Switching, SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Tandem Switching", subject to the Blended Transport provisions of Section 5.2.2.1.1.1.1 of Appendix Pricing UNE. No port charge applies with Tandem Switching.

6.2 Technical Requirements

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different CLECs (e.g., between an CLEC end office and the end office of another CLEC).

6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.

6.2.3 SWBT will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.

6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it 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.

6.2.5 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to CLEC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7.0 **Intentionally left blank**

8.0 Interoffice Transport

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 provide 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 and Dedicated Transport.

8.1 Common Transport

- 8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit CLEC to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit CLEC to utilize SWBT's common network between a SWBT tandem and a SWBT end office.
- 8.1.2 SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.
- 8.1.3 When CLEC purchases unbundled Local Switching, SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport" when such facilities are used on an interoffice call subject to Section 5.2.2.

8.2 Dedicated Transport

- 8.2.1 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 third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Dedicated Transport includes interoffice dark fiber and Digital Cross-connect System (DCS) functionality as specified below. The price for dedicated transport is found in Appendix Pricing - UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing - UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities". Entrance facility rates apply in all cases in which unbundled dedicated transport is not being cabled through an existing collocation arrangement, whether physical or virtual. The parties agree that when CLEC collocates in SWBT central offices, and SWBT is not providing the connection between the SWBT central office and the CLEC premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, CLEC provides the transmission facility between its premises and the SWBT premises and SWBT applies the unbundled Dedicated Transport interoffice rate elements for transport between SWBT offices, and the appropriate Collocation Interconnection Arrangement would apply. When SWBT provides the transmission facility (*i.e.*, the entrance facility) between the CLEC premises and the SWBT central office, the entrance facility rate element would apply for such entrance facility in

addition to any interconnection arrangement to connect the entrance facility to CLEC collocation space.

- 8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC.
- 8.2.1.2 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, CLEC may request them pursuant to the Special Request process.
- 8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), 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. CLEC may request other interface options pursuant to the Special Request process.
- 8.2.1.4 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If CLEC requests special routing of Dedicated Transport, SWBT will respond to such requests under the Special Request process.
- 8.2.1.5 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.
 - 8.2.1.5.1 SWBT will provide all technically feasible types of multiplexing/ demultiplexing, including optical multiplexing on an unbundled basis. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.
 - 8.2.1.5.2 When CLEC requests stand-alone electronic multiplexing, it will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing". Otherwise, electronic multiplexing used by SWBT in providing Dedicated Transport to CLEC is included in the Dedicated Transport rates and charges. CLEC may purchase stand-alone multiplexing without also purchasing dedicated transport elements. The multiplexing/demultiplexing and grooming associated with optical transport is included in the optical interoffice Dedicated Transport price. Stand-alone use of optical multiplexing may be requested through the Special Request process.
 - 8.2.1.5.3 CLEC will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to a SWBT analog loop.

8.2.2 Interoffice Dark Fiber

- 8.2.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office, but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from receipt of an CLEC request for interoffice dark fiber, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with CLEC and provide CLEC with sufficient alternative means of transporting the traffic. SWBT will provide CLEC with the ability to connect to interoffice dark fiber. In each SWBT tandem or end office that serves as the point of termination for each interoffice dark fiber segment, SWBT will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, SWBT will provide connectivity to its dark fiber in any facility where it has an existing termination point or a patch panel.
- 8.2.2.2 CLEC may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.
- 8.2.2.3 SWBT will provide to CLEC information regarding the location, availability, and loss characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from CLEC.
- 8.2.2.4 When CLEC purchases Interoffice Dark Fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber - Interoffice".
- 8.2.3 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

- 8.2.3.1 When provided by SWBT to itself or when requested by CLEC pursuant to the Special Request process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 8.2.4 Digital Cross-Connect System (DCS)
- 8.2.4.1 SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.
- 8.2.4.1.1 When CLEC specifically orders the DCS, the applicable prices described in the paragraphs below and contained on Appendix Pricing - UNE - Schedule of Prices and labeled "Digital Cross Connect Systems" will apply.
- 8.2.4.1.1.1 DCS Port Charge - A DCS rate per month applies per port requested. The three types of port configurations are as follows:
- DS0 channel port termination.
 - DS1 channel port termination.
 - DS3 channel port termination.
- 8.2.4.1.1.2 DCS Establishment Charge - This charge applies for the initial setup of the CLEC database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits (loops and/or interoffice facilities) that CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.
- 8.2.4.1.1.3 Database Modification Charge - This charge applies each time CLEC requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.
- 8.2.4.1.1.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.
- 8.2.4.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.

- 8.2.4.3 CLEC may utilize the DCS Dedicated Transport element through the use of a terminal on CLEC premises to access a database maintained by SWBT to reconfigure CLEC's Dedicated Transport facilities.
- 8.2.4.4 CLEC may use the DCS to directly access and control CLEC's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions.
- 8.2.4.5 CLEC will remotely access the DCS by using a terminal on CLEC's premises in conjunction with CLEC's facilities or SWBT Unbundled Loops or Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.
- 8.2.4.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to CLEC.
- 8.2.4.7 SWBT will make two DCS options available to CLEC: On-demand, and Reservation. The on-demand option allows CLEC to make immediate changes to the network, while the reservation option allows CLEC to execute a change at a specified time designated by CLEC.
- 8.2.4.8 CLEC may use DCS to perform the following functions:
- 8.2.4.8.1 **Routing/Rerouting** - The routing feature allows CLEC to select the routes that will be used to connect circuits between DCSs. CLEC may control the route selection process by various parameters according to CLEC's needs. CLEC may also reroute circuits from a failed internodal facility to a working one.
- 8.2.4.8.2 **Renaming**-CLEC may rename its network locations, circuits, and facilities.
- 8.2.4.8.3 **Special Day Definition** - CLEC may specify circuit reconfiguration on special days, e.g., payday, holidays.
- 8.2.4.8.4 **Resource Verification** - CLEC may verify the resource availability for the reservation period in its reconfiguration request prior to the system's confirmation or denial of the request.
- 8.2.4.8.5 **Transaction Log** - CLEC is provided database log that contains every transaction involving reconfigurations.

- 8.2.4.8.6 **Compatibility Table** - CLEC may view the allowable access line combinations that can be used with the DCS.
- 8.2.4.8.7 **Path Priority** - CLEC may arrange its circuit paths in order of priority when multiple routes exist.
- 8.2.4.8.8 **Reservation Summary Screen** - CLEC may view the status of its reconfiguration reservations.
- 8.2.4.8.9 **MACRO Command/Network Modeling** - CLEC may initiate with one command, multiple two-point cross-connections. CLEC can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.
- 8.2.4.8.10 **Variable Bandwidth** - On Internodal Facilities, CLEC may use the variable bandwidth feature interchangeably to connect full STS1 (where available), 45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.
- 8.2.4.9 **Technical Specifications**
- 8.2.4.9.1 CLEC will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.
- 8.2.4.9.2 DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.

9.0 **Signaling Networks and Call-Related and other Databases**

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. SWBT will provide nondiscriminatory access to databases and associated signaling pursuant to this Agreement.

9.1 **Signaling Link Transport**

- 9.1.1 **Definition:** Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps (or higher speeds when suitably equipped) transmission paths between CLEC STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the CLEC designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

- 9.1.1.1 CLEC and SWBT may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when CLEC transmits signaling for local service traffic using ports, links and cross connects between CLEC and SWBT STPs for which CLEC has paid the applicable charges in its capacity as an IXC.
- 9.1.1.2 When CLEC establishes new links, where CLEC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing - UNE - Schedule of Prices. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SWBT will charge CLEC the applicable rates and charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.
- 9.1.1.3 If new links are established and CLEC elects to purchase unbundled SWBT transport between an CLEC STP or CLEC local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. CLEC will pay the rates and charges for each DS-1 shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP - Access Connection - 1.544 Mbps" (in addition to the port and cross connect described in 9.1.1.2).
- 9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge CLEC the applicable charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.
- 9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 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."

- 9.1.1.4.1 If either Party believes new links as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new 56Kbps transport facility is needed, SWBT will charge CLEC the applicable charges established herein, and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.2 Technical Requirements

- 9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point (STP) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 CLEC will identify to SWBT the Signaling Point Codes (SPCs) associated with the CLEC set of links. CLEC will pay a non-recurring charge per STP pair when CLEC requests SWBT to add a signaling point code at the rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling". This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Point Code Addition is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

9.1.4.1 When SWBT requests CLEC to add a signaling point code, SWBT will pay a non-recurring charge per STP pair at the lesser of CLEC's tariff rate, if any, or the charge reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling". This charge also applies to point code information provided by SWBT allowing other telecommunications providers to use SWBT's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party

agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties mutually agree that the Point Code Addition is mutually beneficial, CLEC will pay the charges identified herein.

- 9.1.5 When CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project future facility requirements. CLEC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.
- 9.1.6 CLEC will inform SWBT in writing thirty (30) days in advance of any material expected change in CLEC's use of such SS7 Signaling Network. Any network management controls found necessary to protect SWBT's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.1.7 SWBT will inform CLEC in writing thirty (30) days in advance of any material expected change in SWBT's use of such SS7 Signaling Network. Any network management controls found necessary to protect CLEC's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.2 Signaling Transfer Points (STPs)

- 9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.
- 9.2.1.1 CLEC may use the STP under three options, as follows:
- 9.2.1.1.1 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 unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with CLEC set of links will be routed to CLEC.

- 9.2.1.1.1.1 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 message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate will apply to 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 Signaling Transport per call" on Appendix Pricing UNE - Schedule of Prices. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis.
- 9.2.1.1.1.2 If CLEC elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, CLEC will be required to use a unique point code for each CLEC local switching office, in those circumstances when call completion requires use of an STP located in a different LATA than that in which the call originated. If CLEC does not provide a unique point code, CLEC will be charged at a tariffed rate.
- 9.2.1.1.2 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 accept SWBT charges for SS7 signaling ordered by CLEC.
- 9.2.1.1.3 Signaling for CLEC utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled 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 interim rate of 200 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices and labeled as "SS7 Transport Rate". This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.
- 9.2.2 Technical Requirements
- 9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:
- 9.2.2.1.1 SWBT Local Switching or Tandem Switching;
- 9.2.2.1.2 SWBT Service Control Points/Call Related Databases;
- 9.2.2.1.3 Third-party local or tandem switching systems; and
- 9.2.2.1.4 Third-party-provided STPs.

- 9.2.2.2 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 each Party will provision in accordance with these parameters where technically feasible. 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 Global Title and Translation Type information for message routing. Unless the Parties agree that the Global Title Translation is mutually beneficial, CLEC will pay a non-recurring charge when CLEC requests SWBT to add Global Title Translation 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". If either Party believes the new Global Title Translation would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Global Title Translation is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.
- 9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, CLEC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- 9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, CLEC will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with CLEC, CLEC will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.
- 9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is CLEC or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the

SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

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

9.2.3.2 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.

9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. CLEC may request and SWBT will provide, to the extent technically feasible, greater diversity through the Special Request process.

9.3 Service Control Points/Call-Related Databases

9.3.1 Definition: Call-related databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular telecommunications service and/or capability.

9.3.1.1 A Service Control Point (SCP) is a specific type of Network Element where call related databases can reside. SCPs deployed in a Signaling System 7 (SS7) network execute service application logic in response to SS7 queries sent to them by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).

9.3.2 Technical Requirements for SCPs/Call-Related Databases

9.3.2.1 Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.7:

9.3.2.2 SWBT will provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.

- 9.3.2.3 SWBT will make its database functionality available to CLEC using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment on such criteria.
- 9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4 Line Information Database (LIDB)

- 9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below.
- 9.4.1.1 Query transport will be charged on a per query basis at a rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "Query Transport." LIDB Validation will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "LIDB Validation." (This includes Validation, SMS, and SLEUTH functionality.) CNAM Service Query will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "CNAM Service Query." (This includes service query and SMS functionality.) LIDB usage rates (i.e., CNAM Service Query, LIDB Validation, and Query Transport) will be modified to reflect weighted average prices from Texas, Missouri, Oklahoma, Kansas, and Arkansas once cost review processes are complete in all states. The parties will submit a modification to this Agreement and will true-up to the modified prices. A service order charge for LIDB validation will be charged at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled as "Service Order Charge". This charge applies when CLEC places an order to activate, change, or modify a point code. When CLEC has not previously established a given switch on SWBT's STP, but CLEC wants to use that switch to issue LIDB queries, the switch must be identified to LIDB through point code additions. In that event, a nonrecurring charge for activating,

changing, or modifying a point code will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling.

- 9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.
- 9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- 9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.
- 9.4.1.6 Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.
- 9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.
- 9.4.1.8 Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).
- 9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).
- 9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- 9.4.1.11 Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.
- 9.4.1.12 SWBT has established a LIDB database users group.

9.4.2 LIDB Validation

- 9.4.2.1 SWBT will provide CLEC access to Validation information whenever CLEC initiates a query from an SSP for Validation information available in SWBT's LIDB.
- 9.4.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type 253 and a subsystem number in the calling party address field that is mutually agreed upon. CLEC acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.
- 9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB Validation from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.4.2.4 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including CLEC, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.
- 9.4.2.5 SWBT's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.
- 9.4.2.6 SWBT provides LIDB Validation Service as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.
- 9.4.2.6.1 CLEC will be charged for LIDB validation queries, consistent with Section 9.4.1 of this Attachment, in the event that CLEC is using its own OS platform.

- 9.4.2.6.2 In the event that CLEC is using SWBT's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges as defined in Attachment 23 OS-Fac.
- 9.4.2.6.3 SWBT cannot distinguish between queries from CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from CLEC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the development of any technically feasible method to distinguish LSP queries from IXC queries, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.
- 9.4.2.6.4 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or IXC driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. Until CLEC develops and provides its factor, SWBT shall treat all queries at the higher rate, except that a true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days. Factors may be changed by CLEC on a quarterly basis and subject to audit by SWBT on a yearly basis.
- 9.4.2.7 LIDB Validation provided by SWBT to CLEC will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.
- 9.4.3 Ownership of Validation Information
- 9.4.3.1 CLEC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

- 9.4.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. CLEC may use LIDB Validation for such functions only on a call-by-call basis.
- 9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- 9.4.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.
- 9.4.3.5 If CLEC acts on behalf of other carriers to access SWBT's LIDB Validation, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a Validation query to SWBT's LIDB.
- 9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.
- 9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's LIDB Validation.
- 9.4.4 LIDB Storage and Administration
- 9.4.4.1 Definitions:
- 9.4.4.1.1 **Data Base Administration Center (DBAC)** - A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- 9.4.4.1.2 **Group** - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-0/1XX combination.

- 9.4.4.1.3 **Group Record** - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-0/1XX.
- 9.4.4.1.4 **LIDB Editor** - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.
- 9.4.4.1.5 **Line Validation Administration System (LVAS)** - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.
- 9.4.4.1.6 **Line Record** - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.
- 9.4.4.1.7 **Toll Billing Exception (TBE)** - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- 9.4.4.1.8 **Service Management System (SMS)** - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.
- 9.4.4.1.9 **Sleuth** - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.
- 9.4.4.1.10 **Special Billing Number (SBN) Account Groups** - Line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).
- 9.4.4.1.11 **Tape Load Facility** - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.
- 9.4.4.1.12 **Translation Type** - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 General Description and Terms

- 9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).
- 9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with CLEC to provide CLEC with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.
- 9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. CLEC understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.
- 9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to CLEC.
- 9.4.4.2.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.
- 9.4.4.2.6 Upon receipt of the Line Record from CLEC, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3)

determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

9.4.4.2.7 To the extent that CLEC stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

9.4.4.2.8 CLEC understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. CLEC understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.

9.4.4.3 Line Validation Administration System (LVAS)

9.4.4.3.1 LVAS provides CLEC with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. If not claimed by CLEC, a LIDB record may be considered abandoned by SWBT and deleted from the LIDB database. However, a LIDB record shall not be considered abandoned for at least 21 days beyond the date that SWBT sends a Service Order Completion (SOC) to CLEC to indicate that a service order has been completed.

9.4.4.3.2 For UNE-P orders, SWBT shall work within the change management process to develop functionality that will enable it to populate the LIDB database based on information provided by CLEC through the initial LSR establishing a new connect or migration of CLEC's end user customer. SWBT shall provide these enhancements to CLEC for testing on or before December 15, 1999, with implementation scheduled for mid-January, 2000.

9.4.4.3.3 Concurrent with implementation of the LIDB record population functionality for UNE-P orders referenced in § 9.4.4.3.2 above, SWBT will provide CLEC with the option of either: 1) utilizing unbundled access to LVAS through the interfaces described in § 9.4.4.3.1 for the purpose of creating, modifying, updating or deleting its LIDB information; or 2) electing to have SWBT provide ongoing administration of LIDB updates. These two options are mutually exclusive, and may not be used in conjunction with each other. For on-going administration of the LIDB record

via the LSR, SWBT will work within the change management process to mechanize its LIDB administration offering. SWBT shall work within the Change Management Process to provide this functionality to CLEC prior to December 31, 2000. An interim performance measurement approved by the Commission shall apply until this functionality is available.

- 9.4.4.3.4 There is no separate charge for CLEC's use of LVAS under this Agreement.
- 9.4.4.3.5 CLEC may participate in a forum established by SWBT for all users of SWBT's LIDB administration system (LVAS). This group meets quarterly, at the discretion of the group, to discuss issues regarding SWBT's LIDB, including Line Record and system administration.
- 9.4.4.4 Service Order Entry Interface
- 9.4.4.4.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process into LVAS.
- 9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.
- 9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.
- 9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.
- 9.4.4.4.5 SWBT will provide CLEC with SWBT-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.
- 9.4.4.4.6 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 Interactive Interface

- 9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.
- 9.4.4.5.2 SWBT will provide CLEC with Interactive Interface through a modem. CLEC understands that its record access through the Interactive Interface will be limited to its own line/billing records.
- 9.4.4.5.3 CLEC will use hardware and software that is compatible with LVAS hardware and software.
- 9.4.4.5.4 CLEC can choose to request the Interactive Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 Tape Load Facility Interface

- 9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.
- 9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.
- 9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. CLEC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above CLEC's normal daily update processing.
- 9.4.4.6.4 CLEC will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with CLEC's line/billing records.

- 9.4.4.6.5 CLEC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide CLEC with the name and address of the SWBT employee designated to receive the tapes at each location.
- 9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load CLEC's updates into LVAS. CLEC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide CLEC SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create CLEC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide CLEC with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.
- 9.4.4.6.7 SWBT and CLEC will coordinate to establish mutually agreed upon dates and times for tape loads of CLEC data when such loads are the result of an CLEC request.
- 9.4.4.6.8 CLEC understands and agrees that its record access through the Tape Load Facility Interface is only for CLEC's own line/billing records. CLEC will not use the Tape Load Facility Interface to modify any group record. CLEC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to CLEC.
- 9.4.4.7 LIDB Editor Interface
- 9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.
- 9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.
- 9.4.4.7.3 CLEC understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 Audits

SWBT will provide CLEC with LIDB audit functionality as described immediately below.

9.4.5.1 LIDB Audit

9.4.5.1.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

9.4.5.1.2 SWBT will run the LIDB audit continuously throughout each and every day.

9.4.5.1.3 SWBT will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access this file through the Interactive Interface.

9.4.5.1.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2 Billing System Audit

9.4.5.2.1 This audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.

9.4.5.2.2 SWBT will provide CLEC with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide CLEC with a file containing CLEC's records in LIDB. CLEC will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

9.4.5.2.4 SWBT will provide CLEC scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide CLEC with a billing system audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

9.4.5.2.4.2 Unscheduled Audits:

CLEC can request additional audit files and SWBT will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

9.4.6 Sleuth

9.4.6.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

9.4.6.2 SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.

9.4.6.3 SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an CLEC account, the Sleuth investigator will print the alert from the queue and fax the alert to the CLEC. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an CLEC account. CLEC will determine what, if any action it should take as a result of a Sleuth alert.

9.4.6.5 SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

9.4.6.6 SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

9.4.6.7 For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert.

9.4.7 Technical Requirements

- 9.4.7.1 SWBT will enable CLEC to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.
- 9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.
- 9.4.7.3 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of CLEC line-record data in LVAS by any third party that is not authorized by CLEC in writing.

9.5 CNAM Service Query

9.5.1 Definitions

- 9.5.1.1 Calling Name Delivery Service (CNDS) enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premises between the first and second ring for display on compatible customer premises equipment (CPE). CLEC will be charged for CNAM Service Queries in the event that CLEC is operating its own switch. In the event that CLEC is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.
- 9.5.1.1.1 Pricing for CNAM Service Query, Query Transport, and Point Code Addition is described in Section 9.4.1.1 and prices are found in Appendix Pricing UNE - Schedule of Prices.
- 9.5.1.2 CNAM Service Query allows CLEC to query SWBT's Calling Name database for Calling Name information in order to deliver that information to CLEC's local subscribers.
- 9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.
- 9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

- 9.5.1.5 Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 Description of Service

- 9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.
- 9.5.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.
- 9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.
- 9.5.2.4.1 SWBT cannot distinguish between queries from CLEC's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from CLEC's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and query transport and the rates for the LSP out-of-area query and query transport rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, CLEC will develop an allocation factor to distinguish the proportion of in-area queries and out-of-area queries. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.
- 9.5.2.4.2 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or

non LSP driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 Ownership of the Calling Name Information

- 9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.
- 9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. CLEC may use CNAM Service Query for such functions only on a call-by-call basis.
- 9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- 9.5.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.
- 9.5.3.5 If CLEC acts on behalf of other carriers to access SWBT's CNAM Service Query, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.
- 9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's CNAM Service Query.

- 9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.
- 9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.
- 9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.
- 9.5.3.10 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of this Agreement.
- 9.5.4 Originating Line Number Screening (OLNS) When available, Originating Line Number Screening will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.
- 9.6 Toll Free Number Database
- 9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established

RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

- 9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 9.6.3 Access to the Toll Free Calling Database allows CLEC to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).
- 9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.
- 9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an CLEC switch to the SWBT Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. The Toll Free Database charges do not apply when CLEC uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".
 - 9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

- 9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.
- 9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.
- 9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.
- 9.6.7 CLEC will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.
- 9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.6.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.
- 9.6.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.
- 9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its

Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

- 9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.
- 9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.
- 9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an CLEC developed AIN feature as per previous section.
- 9.7.4 When CLEC utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an CLEC developed AIN feature as per previous section.
- 9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SWBT, and not to all services unless a problem source cannot be identified.
- 9.7.6 As requested by CLEC, SWBT will provide specifications and information reasonably necessary for CLEC to utilize SWBT SCE as provided above.
- 9.7.7 SWBT SCP will partition and take reasonable steps to protect CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

- 9.7.8 Access to AIN and SCE will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

10.0 Operations Support Systems Functions

- 10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.
- 10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

- 11.1 The cross connect is the media between the SWBT distribution frame and an CLEC designated collocated space or other SWBT unbundled network elements purchased by CLEC.
- 11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". The applicable cross connects are as follows:
1. Cross connect to DCS
 2. Cross connect to Multiplexer/Interoffice
 3. Cross connect to Collocation
 4. Cross connect to Switch Port
- 11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If CLEC uses its own testing and monitoring services, SWBT will treat CLEC test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC orders a switch port, or local loop and switch port in combination, SWBT will, at CLEC's request, provide automated loop testing through the Local Switch rather than install a loop test point.