



NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

Page ____ of ____

Agreement Number _____

(Licensee) _____

(Address) _____

Southwestern Bell Telephone Company;

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, 19____) effective _____.

Table with 5 columns: POLE NO., ANCHOR A/GS (ASSOC. POLE NO.), LIC. NO. & DATE, SURRENDER OR MODIFICATION, DATE FAC. RMVD. OR MODIFIED. Rows 1-15.

Date Notification Received _____
Date Modification Accepted _____
By _____
Discontinued:
Poles _____
Anchors _____
Anchor/Guy Strands _____

Name of Licensee
By _____
Title _____



Southwestern Bell Telephone

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

Page ____ of ____

License Agreement # _____

(Applicant)

(Address)

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, 19____, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, 19____.) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SWBT	Date Notification Received _____
	Date Modification Accepted _____
	By _____
	Discontinued: _____
Total duct footage _____	

(Applicant)

By _____
(Name of Authorized Agent)

Title _____
(Title of Authorized Agent)



**Southwestern Bell
Telephone**

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, 19____,) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**SKETCH OF
UNAUTHORIZED
ATTACHMENTS
ATTACHED**

Date Notification
Sent _____

Name of Applicant _____

By _____

Title _____

ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are “legitimately related” for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is “legitimately related” to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are “legitimately related” to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is “legitimately related” to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

ITEM REQUESTED	“LEGITIMATELY RELATED PROVISIONS”	
UNEs	Attachments 6-10 & Appendices	GT&C specified above & Attachment 26
Resale	Attachments 1-5 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Interconnection	Attachment 11 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Reciprocal Compensation	Attachment 12 & Appendix	GT&C specified above, and applicable prices & Attachment 26
Performance Measures	Attachment 17, including Performance Remedy Plan and Appendices	GT&C specified above & Attachment 26
DSL	Attachment 25	GT&C specified above, and applicable prices & Attachment 26
Ancillary Functions	Attachment 13 and Appendices	GT&C specified above, and applicable prices & Attachment 26
Number Portability	Attachment 14 and Appendix	GT&C specified above, and applicable prices & Attachment 26
E 911	Attachment 15	GT&C specified above, and applicable prices & Attachment 26
Network Security & Law Enforcement	Attachment 16	GT&C specified above, and applicable prices & Attachment 26
Mutual Exchange of Directory Listing Information	Attachment 18	GT&C specified above, and applicable prices & Attachment 26
White Pages – Other	Attachment 19	GT&C specified above, and applicable prices & Attachment 26
Clearinghouse	Attachment 20	GT&C specified above, and applicable prices & Attachment 26
Numbering	Attachment 21	GT&C specified above, and applicable prices & Attachment 26
DA – Facilities Based	Attachment 22	GT&C specified above, and applicable prices & Attachment 26
OS – Facilities Based	Attachment 23	GT&C specified above, and applicable prices & Attachment 26
Recording – Facilities Based	Attachment 24 and Appendices	GT&C specified above, and applicable prices & Attachment 26

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.

EXHIBIT I**POLE AND CONDUIT ATTACHMENT RATES**

ITEMS	AR	KS	MO	OK	TX
CLEC Pole Attachments (\$/attachment/yr)	\$2.35	\$1.75	\$2.35	\$1.55	\$2.85
CLEC Conduit Occupancy (\$/ft/yr)*	\$0.40	\$0.39	\$0.40	\$0.39	\$0.63

* Conduit occupancy rates shown are for full-sized ducts. Occupancy of each inner-duct will be at \$0.205 ft/yr. (i.e., half-duct rate).

AMENDMENT TO INTERCONNECTION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE, L.P., d/b/a SOUTHWESTERN BELL
TELEPHONE COMPANY

AND

CD TELECOMMUNICATIONS, LLC

WHEREAS, SOUTHWESTERN BELL TELEPHONE, L.P., d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY (“SWBT”) and CD TELECOMMUNICATIONS, LLC (“CLEC”) entered into an Interconnection Agreement – Missouri pursuant to an Order of the Public Service Commission of the State of Missouri (“Missouri Commission”) dated _____ in Case No. _____ (“the Agreement”); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties agreed to amend certain terms and conditions of that the Agreement as set forth in this amendment;

NOW, THEREFORE, the Parties agree as follows:

1. The attached Attachment 27- Access to Operations Support Systems and Related functions (“OSS Attachment”) shall be added to the Agreement and shall supersede Attachments 2, 3, 7 and 8 of the Agreement.
2. The attached Attachment 28 – Comprehensive Billing Attachment (“Billing Attachment”) shall be added to the Agreement and shall supersede Attachments 4, 5, 9 and 10 of the Agreement; provided, however that any differing provisions in the Agreement related to collocation or to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.

3. The attached Attachment 13-STATE STRUCTURE ACCESS AGREEMENT TO POLES, CONDUITS, AND RIGHTS-OF-WAY shall be added to the Agreement and shall supersede Appendix (to Attachment 13) Poles, Conduits and Rights-of-Way, and its Exhibits.

4. In addition, pursuant to Accessible Letter CLEC 01-065, dated March 21, 2001 and whereas, the Federal Communications Commission's ("FCC") First Report and Order, *Provision of Directory Listing Information under the Telecommunications Act of 1934, As Amended*, CC Docket No. 99-273, FCC 01-27 (rel. Jan. 23, 2001) ("FCC DA Order"), became effective on February 21, 2001; and,

Whereas, SWBT intends to comply with the above Order, subject to any subsequent Order or Decision by the FCC or a court resulting from clarification, reconsideration, or appeal of the FCC DA Order;

Attachment 18: Mutual Exchange of Directory Listing Information shall be amended by adding a new Section 9 as follows:

9.0 Use of DAL by CLEC, its Agents or Independent Contractor of CLEC

(a) Subject to any subsequent decision by the FCC or a court, SWBT will not enforce any restrictions on the use of SWBT's directory assistance listing information by a CLEC, or by a directory assistance provider acting as an agent or independent contractor for a CLEC under this Agreement.

(b) Section (a) above supersedes and overrides any contrary language in Attachment 18 restricting or limiting the use of SWBT's directory assistance listing information, including any language that limits the use of SWBT's directory assistance listing information to providing voice directory assistance to CLEC customers, or language that limits the ability of CLECs to assign, transfer, or sell subscriber listing information.

(c) If the FCC DA Order is invalidated, revised, clarified, modified, or stayed by any action or decision of a competent regulatory, legislative, or judicial body, SWBT reserves its right to another amendment consistent with the action or decision of the relevant regulatory, legislative, or judicial body. In such event, the parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications. If negotiations fail to produce a mutually agreeable amendment, disputes between the parties concerning the interpretation of such regulatory, legislative, or judicial action or decision shall be resolved pursuant to the dispute resolution process provided for in the Agreement.

(d) SWBT expressly reserves its rights to seek, and this Amendment does not preclude SWBT or any of its affiliated companies from seeking, review, clarification, reconsideration, or appeal of the FCC DA Order.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

6. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED,** and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

7. The Parties further agree that arguments in favor or against portability under the SBC/Ameritech Merger Conditions shall be neither benefited nor harmed by the terms and conditions resulting from this Amendment.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2002 by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AGREED AND ACCEPTED this _____ day of _____, 2002:

CD Telecommunications, LLC	Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company By: SBC Telecommunications Inc. Its Authorized Agent
_____	_____
Sign and Print Name: _____ Date _____	Sign and Print Name: _____ Date _____
_____	_____
Position/Title	Position/Title

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, CLECSS99-027. 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, SOCs 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.

**EXHIBIT II
IDENTIFICATION OF APPLICANT (MISSOURI)**

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

Applicant's Legal Name: CD Telecommunications, LLC

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

Applicant does business under the following assumed names:

_____.

Applicant is:

- a corporation organized under the laws of the State of _____,
charter no. _____;
- a partnership organized under the laws of the State of _____;
or
- another entity, as follows:

_____.

Applicant represents that Applicant is:

- (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));
- (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- (3) a person or entity which is neither (1) nor (2) above, as follows:

**ATTACHMENT 27: OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS AND RELATED FUNCTIONS)**

1.0 Introduction

1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

2.0 Definitions

- 2.1 “LSC” means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.
- 2.2 “LOC” means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.

3.0 General Conditions

- 3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE ’s LSC, LECC or IISC, and for repair and maintenance functions through SBC-13STATE ’s LOC or CRU. CLEC shall use these electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.
- 3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
- 3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new

interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to SBC-13STATE 's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.

*3.4.2 In addition, in order to determine whether CLEC is in compliance with its obligation to properly utilize SBC-13STATE OSS pursuant to this Agreement and applicable tariffs, SBC-13STATE retains the right to audit all activities by CLEC relative to its use of any SBC-13STATE OSS and CPNI for cause. SBC 13-STATE shall give ten (10) days advance written notice of its intent to audit CLEC under this Section 3.4, CLEC shall provide SWBT with access to the requested information at an appropriate CLEC location unless otherwise agreed by the parties, in whatever format CLEC customarily maintains such information within a reasonable time following the notice, but no more than twenty-eight (28) days after the date of the notice (unless otherwise agreed by the Parties). The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and subject to confidentiality under Section 6 of the General Terms and Conditions.

3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, including disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Attachment, CLEC's liability for improper or unauthorized use of or access to SBC 13-STATE's OSS shall be governed by Section 7.7 of the General Terms and Conditions of the Agreement.

3.5 This Section intentionally left blank.

3.6 OSS Access to CPNI

- *3.6.1 Within SBC-7STATE regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider. Within SNET, and SBC-AMERITECH regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's end user account where CLEC has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become a local service provider of the end user.
- 3.6.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.
- 3.6.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.7 SBC-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.
- 3.8 SBC-13STATE shall provide support for the Interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the Interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC-13STATE shall list the business days and hours for each call center in SBC-13 STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, & IISC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC & CRU – Maintenance: 7 days per week, 24 hours per day

LOC & CRU – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

- 3.9 SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.
- 3.11 [This Section Intentionally Left Blank]
- 3.12 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in Sections 10 and 11 of this Attachment.
- 3.13 For SWBT-Texas only, the performance measurements and remedy plan applicable to the Interfaces and related functions are set forth, in Attachment 17: Performance Remedy Plan-TX of the T2A. For all other SBC states, performance measures and remedy plans shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.
- 3.14 SBC-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized local service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- *3.15 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory

authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

- 3.16 For ease of administration, this multistate Attachment contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Attachment contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Attachment is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Attachment has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Attachment from negotiating state-specific terms for the state in which they are to apply.

4.0 Pre-Ordering

- 4.1 SBC-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC:

- 4.2 Pre-ordering functions for Resale Services include:

- 4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;

- 4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE only, pending service order activity. CLEC agrees to comply with the conditions as described in Section 3.6.1 above.

- 4.2.3 Telephone number assignment

- 4.2.4 Service availability dates to the end user (where available);

- 4.2.5 Information regarding whether dispatch is required;

- 4.2.6 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll (LPIC) and interLATA toll (PIC) and

- 4.2.7 Service address verification.

- 4.3 Pre-ordering functions for UNEs and local number portability may include:

- 4.3.1 Features available at an End Office for a valid service address (as applicable);

- 4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. CLEC agrees to comply with the conditions as described in Section 3.6.1 of this Attachment.
- 4.3.3 Telephone number assignment;
- 4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll (LPIC) and interLATA toll (PIC);
- 4.3.5 Service address verification; and
- 4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in Attachment 25 of this Agreement.
- 4.4 Electronic Access to Pre-Order Functions:
 - 4.4.1 SBC-SWBT Resale Services Pre-order System Availability: SBC-SWBT will provide CLEC access to one or more of the following systems:
 - 4.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.
 - 4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.
 - 4.4.1.3 Service Order Retrieval and Distribution (SORD) is available to order SBC-SWBT Resale service.
 - 4.4.2 PACIFIC and NEVADA Resale Services Pre-Order System Availability: PACIFIC will provide CLEC access to the following system:
 - 4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.
 - 4.4.2.2 StarWriter is available for the pre-ordering functions listed in Section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.

- 4.4.3 SNET Resale Service Pre-Order System Availability:
SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.
- 4.4.3.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.
- 4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.
- 4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.
- 4.4.4 SNET Resale Services, UNE, and LNP-Pre-Order System Availability:
SNET will provide CLEC access to its MSAP:
- 4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.
- 4.4.5 SBC-AMERITECH Resale Services, UNE and LNP Pre-Order System Availability:
SBC-AMERITECH will provide CLEC access to the following system:
- 4.4.5.1 TCNet and EDI provide access to the pre-ordering functions listed in Section 4.2
- 4.4.6 SBC-7STATE Resale Services, UNE and LNP Pre-Order System Availability:
SBC-7STATE will provide CLEC access to the following systems (except as noted in Section 4.4.6.3):
- 4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides CLEC access to pre-ordering functions. This gateway is a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway.
- 4.4.6.2 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is an application-to-application interface that can be integrated with CLEC's own systems.
- 4.4.6.3 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions. Verigate is accessible via Toolbar.
- 4.4.6.4 CESAR is a PACIFIC and NEVADA system which is available on an interim basis that provides pre-order functions, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.

4.5 Other Pre-order Function Availability:

- 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, LECC or IISC dependent on operating region, for inclusion on the service order request.
- 4.5.2 Upon request, but not more frequently than once a month, SBC-12STATE will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically for SBC-SWBT and SBC-AMERITECH, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. Specifically for PACIFIC, the following database information may be electronically provided: Street Address Guide (SAG) Guide (with planned availability no later than June 1st, 2000), and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5.0 Ordering/Provisioning

5.1 SBC-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to Section 3.1. CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 3.10 (Change Management) of this Attachment.

5.2 SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

Resale Service Order Request and Provisioning System Availability:

5.3 In SBC-SWBT:

5.3.1 R-EASE is available for the ordering of residential Resale services.

5.3.2 B-EASE is available for the ordering of business Resale services.

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

5.3.4 SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD

interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

- 5.3.5 As detailed in Sections 5.3.4, 5.5.3, 5.9.1, 5.9.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty four (24) hours for a complex order;

Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

Service orders will be excluded from calculation of the results for all related performance measurements, described in Attachment 17: Performance Remedy Plan-OK, as applicable if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC-SWBT issued FOC.

- 5.4 In NEVADA only:

5.4.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.4.2 When available, SORD system will support the ordering of all Resale Services.

- 5.5 In PACIFIC only:

5.5.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.

5.5.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.5.3 SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in PACIFIC, any service order errors will be

corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

- 5.6 This Section intentionally left blank.
- 5.7 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).
 - 5.7.1 W-SNAP is made available for the ordering of non-complex Resale products and services.
 - 5.7.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.
 - 5.7.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

Resale and UNE Service and LNP Order Request and Provisioning System Availability:

- 5.8 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.
- 5.9 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.
 - 5.9.1 For SBC-SWBT, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also

choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5

- 5.9.2 In SBC-PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.10 [This Section intentionally left blank.]
- *5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-SWBT and SNET support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. For purposes of this Agreement, SBC-AMERITECH supports the ordering of Unbundled Dedicated Transport, local interconnection trunks, and currently supports ordering of UNE loops via an ASR. For purposes of this Agreement, in PACIFIC and NEVADA, CESAR currently supports the ordering of Unbundled Dedicated Transport, local interconnection trunks and ordering of UNE loops via an ASR. These ASRs are transmitted to SBC-13STATE via NDM Direct Connect. In the event that the negotiated or arbitrated result of Condition 8 of the SBC/Ameritech Merger Conditions is a uniform ASR based interface for T1, T3 or enhanced extended loops (EELs), then SBC-13 STATES will agree to amend this Section of this Attachment to include T1 and T3 loops and enhanced extended loops for all operating regions. Nothing in this Section restricts SBC-13STATE's right to implement other ordering and provisioning (to include, without limitation, disconnection) procedures to apply to services outside the scope of this Agreement, such as access services.
- 5.12 For SBC-SWBT and PACIFIC, LEX is an end user interface that provides access to the ordering functions for Resale Services, UNEs, and Local Number Portability.
- 5.13 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs and Local Number Portability.
- 5.14 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the

recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.

- 5.15 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.0 Additional Terms For Provisioning

6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:

- 6.1.1 SBC-13STATE shall provide all provisioning services to CLEC during the same business hours SBC-13STATE provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-13 STATE will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC-13 STATE for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC-13 STATE perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-13 STATE shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

- 6.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.
- 6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX) or the ASR-based ordering system as described in Section 5.11 above, SBC-13 STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the SBC-13 STATE due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.
- 6.1.4 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX), SBC-13 STATE shall provide electronic notification of any instances when SBC-13 STATE's due dates are in jeopardy of not being met by SBC-13 STATE. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and LEX) or the ASR based ordering system as described in Section 5.11 above, SBC-13 STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. SBC-13 STATE shall give such notice as soon as it identifies the jeopardy or reject.
- 6.1.5 At CLEC's request, SBC-13 STATE will perform acceptance testing with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.
- 6.1.6 Where SBC-13 STATE provides installation on behalf of CLEC, SBC-13 STATE shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.
- 6.2 Provisioning for Resale Services and UNEs in SBC-SWBT: SBC-SWBT will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:
- 6.2.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status (POS) are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.
- 6.2.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

- 6.3 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 6.3.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. PACIFIC also offers Provisioning order status to check the status of service orders.
 - 6.3.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.4 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-SMERITECH and SNET will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
 - 6.4.1 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.5 Provisioning of CHC and FDT Orders: This Section applies to SBC-SWBT only and the Parties agree to add region specific language should CLEC seek application of this Attachment in other SBC ILEC regions.
 - 6.5.1 SBC-SWBT agrees that CLEC may use SBC-SWBT Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on the following types of services: (a) unbundled 2-wire Loops (b) Unbundled 2-wire Loops with LNP (c) standalone LNP and d) or other migration request as mutually agreed between the Parties.
 - 6.5.2 CLEC shall order unbundled 2-wire Loops from SBC-SWBT by delivering to SBC-SWBT a valid Local Service Request (LSR), and SBC-13 SWBT shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
 - 6.5.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC-SWBT cannot comply with the request, in its FOC, SBC-SWBT will designate a due date that SBC-SWBT commits to meet.
 - 6.5.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
 - 6.5.5 SBC-SWBT shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between SBC-

SWBT main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC-SWBT no later than 24 hours prior to the cut. If SBC-SWBT finds problems during pre-testing, SBC-SWBT shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

- 6.5.6 For CHC orders, CLEC shall call SBC-SWBT to initiate the cut within 30 minutes prior to the agreed-to cut time. If CLEC does not call within this time, the cut will be delayed until a future time and/or date agreed-to by both Parties. CLEC will submit a supplemental LSR in a timely manner, if the due date must be changed.
- 6.5.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 17 of this Agreement.

7.0 Maintenance/Repair

- 7.1 SBC-SWBT shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.
- 7.2 In the event SBC-SWBT misses a scheduled repair appointment on behalf of CLEC, SBC-SWBT will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.
- 7.3 SBC-SWBT shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC-SWBT retail end users and shall be handled on a “first come first served” basis regardless of whether the end user is an CLEC end user or a SBC-SWBT end user.
- 7.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC-SWBT currently provides for the maintenance of its own network. SBC-SWBT shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which may impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements.
- 7.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC-SWBT on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC-SWBT shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under

the circumstances; provided, however, that SBC-SWBT shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

- 7.6 SBC-SWBT shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all services after initial restoration; (v) equal priority, as between CLEC end users and SBC-SWBT end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.
- 7.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
- 7.8 Maintenance charges for premises visits by SBC-SWBT technicians shall be billed by SBC-SWBT to CLEC and not by SBC-SWBT to CLEC's end user. All forms, business cards or other materials furnished by SBC-SWBT technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC-SWBT technician arrives, the SBC-SWBT technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC provided pursuant to Section 3.14 of this Attachment. The SBC-SWBT technician will not leave on the premises a SBC-SWBT-branded "not-at-home" card.
- 7.9 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:
- 7.9.1 In SBC-SWBT, Trouble Administration (TA) system access provides CLEC with SBC-SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-SWBT Toolbar.
- 7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

- 7.9.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
- 7.9.4 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
- 7.9.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

8.0 Billing And Customer Usage

- 8.1 SBC-7STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-7STATE will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SBC-7STATE.
 - 8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
 - 8.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.
- 8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 8.2.1 In SBC-SWBT, CLEC may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 8.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 8.2.3 In SBC-7STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

- 8.2.5 In SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's end users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
- 8.2.6 In SNET, CLEC may receive a Billing Detail File on cartridge or magnetic tape.
- 8.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:
 - 8.3.1 For UNEs, LNP, and interconnection trunks, SBC-8STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. SBC-AMERITECH also makes available to CLEC a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
 - 8.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.
 - 8.3.4 SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's end users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

9.0 Local Account Maintenance

- 9.1 SBC-13STATE shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from SBC-13STATE) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

Change in Service Provider

- *9.2 If an end user notifies SBC-13STATE or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release

customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

- 9.3 When an CLEC end user (for which CLEC purchases resale services or UNEs from SBC-13STATE) changes or withdraws authorization to provide service, CLEC shall provide, upon request by SBC-13STATE, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction or that of the end user's authorized agent (if CLEC has no local service freeze in place for that account). Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the SBC-13STATE telephone number (or, if none, the end user's circuit ID), SBC-13STATE billing account number and any services or features, including listings. The Party or other CLEC authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

Loss Notification

- 9.4 All SBC/Ameritech service areas will continue to provide Loss Notification. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the 836 transaction, and will be available via the uniform ordering GUI interface. The current loss notification processes via industry standard CARE record format will remain in effect until full implementation and testing of the proposed Loss Notification process is completed. The Loss Notification process will be developed as set forth in the Implementation Phase Work Schedule contained in Section III(I) in accordance with the PORCMP.

9.5 Intentionally Left Blank

9.6 Intentionally Left Blank

Change of Preferred InterLATA or IntraLATA Carrier

- 9.7 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.
- 9.8 When an CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify SBC-13STATE of this change using a Local Service Request ("LSR") which it will send to SBC-13STATE over the ordering gateway for provisioning local service. SBC-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. SBC-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

- 9.9 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

10.0 Remote Access Facility

- 10.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a SWBT Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a “port” either through dial-up or direct connection as described in Section 10.3.
- 10.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a “port” either through dial-up or direct connection as described in Section 10.3; provided, however, that CLEC may, at its option, interface with PACIFIC’s EDI ordering application as described above through SBC’s Local Remote Access Facility (“LRAF”). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.
- 10.3 For SBC-7STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. CLEC shall pay the cost of the call if Switched Access is used.
- 10.4 For SBC-7STATE, CLEC shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on CLEC’s behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 10.5 For SBC-7STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.
- 10.6 For SBC-AMERITECH, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC

must use at least one legal unique public-registered IP address for each end of the connection.

- 10.7 For SNET region, CLEC may use a private line connection. The CLEC shall provide and maintain its own router and CSU/DSU.
- 10.8 For future dedicated RAF locations (e.g., Ameritech “ARAF” and SNET “SRAF”), if CLEC wants to establish connectivity for the first time in these region, or if CLEC wants to upgrade their existing connection in these regions, then SBC will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the Ameritech or SNET service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11.0 Data Connection Security Requirements

- 11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: SBC-7STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document, SNET’s “Wholesale CIWin User Guide”; SNET’s “EF User Guide”; SNET’s “ESAP Installation Guide”; SNET’s “ESAP Help Desk Guide”; and SNET’s “CLEC Mechanized Interface Specification” current at the time of initial interconnection in each region for access to SBC-13STATE’s OSS. The following additional terms in this Section 16 govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces
- 11.2 Joint Security Requirements.
 - 11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
 - 11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
 - 11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party’s network.

- 11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 11.3 Additional Responsibilities of Both Parties.
- 11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security

organization on the implementation of the corrective action plan in order to track the work to completion.

11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 11.5 - 11.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

11.5 General Policies

11.5.1 Each Party's resources are for approved business purposes only.

11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

11.6 User Identification

11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

11.7.2 Passwords must not be stored in script files.

11.7.3 Passwords must be entered by the user in real time.

11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.8 Access and Session Control

11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

11.9 User Authorization

On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

11.10 Software And Data Integrity

11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

11.11 Monitoring And Audit

11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

12.0 Cooperative Testing And Training

12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC’s payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC’s SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

- 12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13.0 Miscellaneous Charges

- 13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in Attachment 6 Pricing. Subject to and in accordance with the commitments made by SBC in connection with the SBC-Ameritech merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.
- 13.2 For SBC-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.
- 13.3 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.
- 13.4 For SBC-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay \$0.003 per entry.
- 13.5 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.
- 13.6 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

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.

**EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

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

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

ATTACHMENT 28: COMPREHENSIVE BILLING ATTACHMENT-MO

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement – Missouri between Southwestern Bell Telephone Company and CLEC. This Attachment 28 – Comprehensive Billing Attachment shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in the attachment(s) to this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.
- 1.2 Charges for the relevant services billed under this Attachment are included in the Appendices applicable to the particular service.

2.0 Billing Information and Charges

- 2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs under this Attachment; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill will be formatted in accordance with CABS for charges for Network Elements ordered by CLEC, as well as for Reciprocal Compensation (as prescribed in Section 3.6 of Attachment 12, Reciprocal Compensation), or in accordance with Customer Records Information System (CRIS) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SWBT shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable CLEC to identify for the Resale services or Network Elements being billed, the type of service ordered by CLEC and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC. Each CABS bill will include a Customer Service Record (CSR) and will set forth (a) the quantity and description of each Network Element provided to CLEC or (b) the usage and applicable rates billed for Reciprocal Compensation.
- 2.1.1 SWBT agrees to accept, process and pay all bill invoices submitted by CLEC that are not CABS-compliant until such time as CLEC completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. CLEC shall use its reasonable best efforts to complete this conversion by January 1, 2001.
- 2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC pursuant to this Agreement. Each bill 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, providing they shall not exceed the periods set forth in Section 2.3 below, (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, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below, and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.

- 2.3 SWBT may send bills to CLEC containing amounts found to be unbilled or underbilled (“Backbill(s)”), as follows:
- 2.3.1 Except as provided in section 2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by CLEC under this Agreement, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which CLEC used such service; or
- 2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date; or
- 2.3.3 Where SWBT is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SWBT may submit to CLEC, up to 120 days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a “Governmental Requirement Date”), a Backbill for charges incurred by CLEC as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 SWBT will exert commercially reasonable efforts not to send Backbills for CRIS-billed charges, and will use its best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, CLEC will not be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.
- 2.3.5 SWBT may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by CLEC where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of CLEC, and CLEC shall be liable for such Backbilled charges. Where such failure to bill or

underbilling is caused in part by CLEC and in part by SWBT, the Parties may agree upon other time periods for Backbilling.

- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are “official” only when the established billing for a service is not in a mechanized format.
- 2.5 For CABS-billed services, SWBT will assign to CLEC a separate Billing Account Number (BAN) per each type of service (e.g., connectivity) per LATA.
- 2.6 For Resale services, SWBT will assign to CLEC a separate BAN per Regional Accounting Office (RAO) for consumer or residential and a separate BAN per RAO for business.

3.0 Issuance of Bills

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day 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. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All 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), whichever is earlier. Any 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 may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 All bills in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested

due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Attachment.

- 3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. 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.

4.0 Electronic Transmissions

- 4.1 At CLEC's request, SWBT will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. 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. When electronic transmission is established by mutual agreement, SWBT must provide CLEC/_____ its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "_____" and VTAM APPL ID is "_____" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

- 4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional)

	Or GA (US Postal-State Code)
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Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

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). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations below, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

	TO CLEC	TO SWBT
Tape Transmissions via U.S. Mail:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Tape Transmissions via Overnight Delivery:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Paper Transmissions via U.S. Mail:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St. Louis, MO 63101
Paper Transmissions via	CLEC	Southwestern Bell Telephone

Overnight Delivery:	ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046	ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St Louis, MO 63101
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- 5.2 Each Party will adhere to tape packaging practices that will prevent data damage.
- 5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.
- 5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length)
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

- 5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

6.0 Testing Requirements

- 6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing mechanized formats; or at least 90 days prior to either party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. SWBT shall also provide to CLEC's Company Manager, located at 7125 Columbia Gateway Drive, Columbia, MD 21046, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify SWBT within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SWBT shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions testing meet CABS/BOS specifications. SWBT shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications
- 6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

- 6.3 For Resale services, during the testing period, SWBT shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location:

Test Tapes:	CLEC ATTN: James C. Falvey Senior VP of Regulatory Affairs 7125 Columbia Gateway Drive Columbia, MD 21046
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7.0 **Additional Requirements**

- 7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
 - (b) The Bill Date will not contain spaces or non-numeric values.
 - (c) Each 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.
 - (e) The invoice number must not have embedded spaces or low values.

8.0 **Bill Accuracy Certification**

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, SWBT agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by CLEC under this Agreement. Accordingly, at CLEC's option on a connectivity by connectivity basis, CLEC and SWBT agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

9.0 **Meetpoint Billing – Facilities Based**

- 9.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

- 9.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.
- 9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 9.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 9.5 This Section Intentionally Left Blank.
- 9.6 Each Party will provide access usage records (“AURs”) to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.
- 9.6.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.
- 9.6.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.
- 9.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event

the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Attachment 24 (“Recording”), applicable to SWBT shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party’s liability for the lost, damaged or destroyed billing data. The foregoing shall not limit SWBT’s obligations, if any, under the Attachment pertaining to performance measures/remedies.

- 9.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

10.0 Mutual Compensation

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Compensation and in accordance with this Section 10.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.
- 10.3 Where a procedure has not already been set forth in this Attachment, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of Attachment, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.
- 10.4 When CLEC is a local switch network element customer of SWBT, SWBT will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by CLEC’s switch port count to arrive at CLEC’s compensation for terminating traffic originated from a third party. SWBT will calculate each month’s statewide average revenue/access line using that month’s mutual compensation summary data and apply to each CLEC switch port in service to arrive at that month’s compensation.
- 10.5 When CLEC is a local switch network element customer of SWBT, provision of records by SWBT for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

11.0 Payment of Charges

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions

shall apply to billing disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

12.0 Examination of Records

12.1 Without waiver of and in addition to either Party's rights and obligations set forth in Section 32 (Verification Reviews) of the General Terms and Conditions of the Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

13.0 Customer Usage Data - Introduction

13.1 This Section Customer Usage Data 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 Network Elements or Resale services from SWBT.

14.0 General Requirements for Customer Usage Data

14.1 SWBT's provision of Usage Data to CLEC will be in accordance with the 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 begin to 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 (6) months after CLEC begins providing local services to customers

14.2 SWBT will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

15.0 Customer Usage Data Specifications

15.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;

- calls to directory assistance where SWBT provides such service to an CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SWBT-provided CENTREX and PLEXAR families of services for Resale services.

SWBT will provide Usage Data for completed calls only for Network Elements that SWBT records (e.g., unbundled local switching, but not loops). SWBT will provide Usage Data for completed calls for Resale services offerings that SWBT records for itself (e.g., Local Measured Service.)

- 15.2 SWBT will provide to CLEC Usage Data for CLEC customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

16.0 Customer Usage Data Format

- 16.1 SWBT will provide Usage Data in the OBF Exchange Message Interface (EMI) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties

- 16.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

- 16.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

- 16.4 For Resale services, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills. For Network Elements only, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

- 16.4.1 For the transmissions of such records, CLEC will pay to SWBT a per record charge of three tenths of one cent (\$.003).

17.0 Usage Data Reporting Requirements

- 17.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

- 17.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.
- 17.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT: Direct protocol, or otherwise agreed to by the Parties.
- 17.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data.
- 17.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.
- 17.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 17.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

18.0 Local Account Maintenance –Network Elements

- 18.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing Network Elements to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of three tenths of one cent (\$0.003) for SWBT's transmission of the change notification.
- 18.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or Network Elements of SWBT that CLEC employs in providing service.

- 18.3 These procedures are in addition to Service Order Procedures set forth in Attachment 27: OSS. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

19.0 Alternately Billed Calls-Resale Services and Network Elements

- 19.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line or Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."
- 19.2 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.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (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 be compensated by the billing company for the revenue it is due. A per-message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge of three tenths of one cent (\$.003) per message. In addition, for Resale services, CLEC will compensate SWBT for the receipt of the IntraLATA toll message.
- 19.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee of \$.05 per billed message for billing the Incollects. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge of three tenths of one cent (\$.003) per message.

20.0 Record Exchange Reservation of Rights

Nothing in this Attachment shall be interpreted to waive either Party's rights, remedies or arguments challenging or promoting the use of "type 92" or "category 92" records or to prejudice either Party from raising such rights, remedies or arguments in any proceeding challenging or promoting "type 92" or "category 92" records or their use and seeking to have the same preserved, modified, eliminated or replaced. Provided, nothing herein shall serve to expand or improve either Party's position in such a proceeding to the extent the Party's position has not been advanced or is otherwise prejudiced or barred. Should

any such proceeding result in a final, nonappealable order requiring modification of the terms and conditions of this Attachment relative to "type 92" or "category 92" records or their use and such order not be stayed, the Parties shall negotiate terms and conditions to amend this Attachment accordingly, and shall negotiate an orderly transition plan to effectuate any necessary changes.

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:	Rich Rabah President CD Telecommunications, LLC 607 State Highway 165, Suite 5 Branson, MO 65616 Phone: 417-239-1399, ext. 110 Fax: 417-336-0829
Tape Transmissions via Overnight Delivery:	Same as above
Paper Transmissions via U.S. Mail:	Same as above
Paper Transmissions via Overnight Delivery:	Same as above

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.

EXHIBIT IV
INSURANCE REQUIREMENTS (MISSOURI)

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

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

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

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

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

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC’s behalf. The coverages may be provided by the standard policy or

endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
 - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
 - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
 - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
 - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
 - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT

from any liability for bodily injury or property damage arising out of CLEC's operations.

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

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

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

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

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

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

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

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
12930 Olive Street Road, Floor 2
Creve Couer, Missouri 63141
ATTENTION: Utility Liaison Supervisor

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

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

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

13-STATE STRUCTURE ACCESS AGREEMENT
TO POLES, CONDUITS, AND RIGHTS-OF-WAY

This Agreement dated _____, 2002, is made by and between the “Parties,” identified as SBC Communications Inc. (covering Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin), hereinafter referred to as “SBC,” and CD Telecommunications, LLC (CLEC) hereinafter referred to as “Attaching Party”.

This Agreement shall apply to the state of: Missouri

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by SBC Communications Inc. (SBC) and CLEC.
- 1.2 As used herein, **SWBT** means Missouri. **SWBT** will be used throughout this document in lieu of SBC-13STATE.

2.0 DEFINITIONS

- 2.1 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term “conduit” refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term “conduit” refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SWBT** structures (such as huts and cabinets) which branch off from or are connected to **SWBT**'s conduit
- 2.3 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SWBT** structures (such as huts and cabinets) which branch off from or are connected to **SWBT**'s conduit.

- 2.4 Duct. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term “handhole” refers only to handholes which are part of **SWBT**’s conduit system and does not refer to handholes which provide access to buried cables not housed within **SWBT** ducts or conduits. As used in this Agreement, the term “handhole” refers only to handhole structures owned or controlled by **SWBT** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 Occupancy Permit. The term “occupancy permit” refers to a written instrument confirming that **SWBT** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 Maintenance Duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an **SWBT** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare **SWBT**’s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.9 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SWBT**’s conduit system. As used in this Agreement, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 Other User. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an **SWBT** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SWBT**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SWBT**’s poles, ducts, conduits or rights-of-ways).
- 2.11 Overlashing. The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

- 2.12 Pole. The term “pole” refers to poles (and associated anchors) which are owned or controlled by **SWBT** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 Rights-of-way. The term “rights-of-way” refers to legal rights owned or controlled by **SWBT** legal rights to pass over or through property of another party and used by **SWBT** for its telecommunications distribution system. For purposes of this Agreement, “rights-of-way” includes property owned by **SWBT** and used by **SWBT** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
- 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
- 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SWBT** with permission from such owner rather than as a matter of legal right pursuant to a binding legal instrument.
- 2.14 Structure. The term “Structure” refers collectively to poles, ducts, conduits and rights-of-way.

3.0 SCOPE OF AGREEMENT

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which **SWBT** shall provide non-discriminatory access to **SWBT**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:
- 3.1.1 **SWBT**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SWBT's central offices;
- 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
- 3.1.3 ducts and conduits located within buildings owned by **SWBT**; and
- 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SWBT** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SWBT**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed

as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

- 3.3 No Effect on SWBT's Right to Abandon, Convey or Transfer Structure Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT'S interest in any of SWBT'S Structure. SWBT shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4.0 EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Agreement shall be effective as of the _____ day of _____, 2001, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Agreement is entered into as a part of an Interconnection Agreement, this Agreement shall terminate upon the termination of the Interconnection Agreement of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.
- 4.4 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given. In the event this Agreement is entered into as a part of an Interconnection Agreement, the terms surrounding elective termination of the Interconnection Agreement of which this appendix is a part shall apply.
- 4.4 Elective Termination by SWBT. Attaching Party shall, within 60 days after the effective date of the elective termination by SWBT, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Agreement.

4.5 Effect of Elective Termination. Elective termination of this Agreement by Attaching Party, as permitted under Section 4 of this Agreement, shall not affect Attaching Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SWBT** under this Agreement. Elective termination of this Agreement by **SWBT** shall not affect **SWBT**'s obligations to afford access to **SWBT**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SWBT** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5.0 GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to **SWBT** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.

5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and **SWBT** relating to the placement and maintenance of Attaching Party's facilities on and within **SWBT**'s poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

5.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

5.7 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires,

floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Agreement to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6.0 DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SWBT**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SWBT**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7.0 DISPUTE RESOLUTION

In the event that this agreement is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this agreement.

8.0 INDEMNIFICATION

- 8.1 Definitions. The term “Claims” as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an “indemnifying party”) shall be required to indemnify or defend the other party (as an “indemnified party”) against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties’ interconnection agreement, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party’s behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party’s behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party’s behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party’s behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SWBT**’s Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party’s Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party’s behalf.
- 8.5 THE INDEMNIFYING PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SWBT** pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the

indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SWBT** pole, duct, conduit, or right-of-way.

- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SWBT** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SWBT** by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:
- 8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SWBT** due to the placement or presence of Attaching Party's facilities on or within **SWBT**'s poles, ducts, conduits, or rights-of-way; or
- 8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SWBT** pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SWBT** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SWBT**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SWBT**'s poles, ducts, conduits, or rights-of-way.
- 8.11 SWBT's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SWBT**'s enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, **SWBT** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SWBT**'s access to or use of **SWBT**'s poles, ducts, conduits, or rights-of-way,

SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

9.0 LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 SWBT Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to SWBT Structure SWBT does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Agreement, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to SWBT's poles or placed in SWBT's Structure and SWBT shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall SWBT be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in any capacity other than as a SWBT employee or person acting on SWBT's behalf. In no event shall SWBT be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SWBT's behalf, cable cuts by persons other than SWBT's employees or persons acting on SWBT's behalf, or other causes beyond SWBT's control which occur at sites subject to this Agreement.

9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall

make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10.0 INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SWBT** poles, or is occupying **SWBT** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Agreement.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **SWBT** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 **SWBT** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SWBT** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

- 10.3.2 Automobile liability: Attaching Party shall submit to **SWBT** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SWBT** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SWBT** will issue pole attachment or conduit occupancy permits under this Agreement.
- 10.5 Attaching Party agrees to provide **SWBT** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11.0 ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.
- 11.1.1 **SWBT** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SWBT** or which acquires or succeeds to ownership of substantially all of **SWBT**'s assets.
- 11.1.2 Overlashing of Attaching Party's facilities on **SWBT** poles by a third party will be allowed under the following conditions:
- 11.1.2.1 The Overlashing entity must enter into an agreement with **SWBT** for access to **SWBT** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **SWBT** prior to submitting a request for access to structure.
- 11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.
- 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.

- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SWBT**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SWBT** that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SWBT** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SWBT**'s prior written consent to the assignment or transfer, if necessary, and given **SWBT** notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SWBT** in writing, no assignment permitted by **SWBT** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SWBT** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or

contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12.0 TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SWBT**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SWBT**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SWBT**'s Structure shall not materially interfere with or impair service over any facilities of **SWBT** or any Other User, cause material damage to **SWBT**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SWBT** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SWBT**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SWBT** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.