12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13.0 FAILURE TO ENFORCE

No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14.0 CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to **SWBT**. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to **SWBT** in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SWBT** facilities. This article does not limit the use by **SWBT** of aggregate information relating to the occupancy and use of **SWBT**'s Structure by firms other than **SWBT** (that is, information submitted by Attaching Party and aggregated by **SWBT** in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SWBT** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SWBT** and persons acting on **SWBT**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to **SWBT**'s outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SWBT**'s Structure and any **SWBT** facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing **SWBT**'s obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of **SWBT**'s Structure are (or may in the future be) available for **SWBT**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SWBT**'s Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining **SWBT**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between **SWBT** and any person or entity, including Attaching Party, concerning **SWBT**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SWBT** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SWBT** shall not disclose Attaching Party's proprietary or confidential information without first, at **SWBT**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SWBT** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SWBT** shall not disclose Attaching Party's proprietary or confidential information without first, at **SWBT**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15.0 ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **SWBT** has the authority to do so, **SWBT** grants Attaching Party a right to use any right-of-way for **SWBT** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SWBT**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SWBT** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SWBT**. **SWBT** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall

make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where **SWBT** has access to third-party property pursuant to non-exclusive rights-of-way, **SWBT** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SWBT** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SWBT** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SWBT** to provide such access, and provided further that **SWBT**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SWBT** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SWBT** in obtaining the right-of-way and processing Attaching Party's request for access SWBT shall use reasonable efforts to obtain agreements with third parties relating to rights-of-way for the benefit of SWBT so that the terms governing the use of such rights-of-way do not prohibit SWBT from permitting CLEC to use such rights-of-way; provided, however, that exercising reasonable efforts shall not be interpreted to require SWBT to pursue imminent domain proceedings or to pay more that the fair market value for such rights-of-way.

16.0 SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SWBT**'s poles or occupying space in **SWBT**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **SWBT** Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SWBT**'s manholes and access to **SWBT**'s conduit system.

16.3.1 Attaching Party will notify **SWBT** not less than 5 business days in advance before entering **SWBT**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of **SWBT** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SWBT**'s conduit system. Attaching Party shall reimburse **SWBT** for costs associated with the presence of **SWBT**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17.0 ACCESS TO RECORDS

17.1 **SWBT** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of posted ROW records including, but not limited to, redacted maps, records, drawings and additional information relating to the location, capacity and utilization of **SWBT**'s Structure as soon as reasonably practical given the scope of the request. Upon request, **SWBT** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SWBT** does not warrant the accuracy or completeness of information on any maps or records.

17.1.1 In all instances, such access shall include the ability to take notes and make drawings with references to those records, maps, and drawings. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when neccesary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

17.2 Maps, records or information are and remain the proprietary property of **SWBT**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SWBT**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SWBT** will provide information currently available on the **SWBT** maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SWBT**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SWBT**'s maps;

17.3.3 the footage between poles, if shown on **SWBT**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SWBT** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SWBT**.

17.5 **SWBT** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18.0 APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SWBT** poles or placing facilities within specified **SWBT** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to **SWBT** the appropriate **SWBT** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 5th day, it has determined that it no longer seeks access to specific **SWBT** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SWBT** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SWBT** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SWBT** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SWBT**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19.0 POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **SWBT** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SWBT**'s poles or in **SWBT**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SWBT**, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SWBT**, the pole, duct, and conduit space selected and/or approved by **SWBT** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SWBT** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SWBT** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SWBT** record if **SWBT** has not occupied such assigned space within such 12 month period.

19.2.3 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20.0 ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SWBT** Structure, **SWBT** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SWBT** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SWBT** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SWBT**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SWBT** or its contractor to complete the make-ready work; or

20.3.2 advise **SWBT** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SWBT**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SWBT** or **SWBT**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SWBT**'s Structures or interferes with any existing use of **SWBT**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SWBT**'s poles or occupying space in **SWBT**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SWBT**'s poles, ducts, ,conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SWBT** for the use of such additional capacity. If **SWBT** utilizes additional space or capacity created at Attaching Party's expense, **SWBT** will reimburse Attaching Party on a pro-rata basis for **SWBT**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SWBT** will notify the Attaching Party if any entity, including **SWBT**, attaches facilities to additional capacity on **SWBT**'s Structure created at the Attaching Party's expense. **SWBT** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any **SWBT** Structure created at **SWBT**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SWBT**'s capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SWBT** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SWBT**'s Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by **SWBT** or Other User.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SWBT** to the Attaching Party.

21.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SWBT**'s poles and the placement of such facilities in **SWBT**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SWBT** with a construction schedule and thereafter keep **SWBT** informed of anticipated changes in the construction schedule.

22.0 USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SWBT**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SWBT**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SWBT** of such use and must either vacate the maintenance duct within 30 days or, with **SWBT**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23.0 MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify **SWBT** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SWBT** Structure. The notice shall contain sufficient information to enable **SWBT** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SWBT** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24.0 REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SWBT** and other users in making rearrangements to **SWBT** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, **SWBT** shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SWBT** will rearrange at Attaching Party's expense.

25.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SWBT** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SWBT** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SWBT**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SWBT** construction district, Attaching Party shall provide **SWBT** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SWBT** of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SWBT**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **SWBT** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SWBT** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, **SWBT** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **SWBT** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SWBT** replacement pole, the transfer shall be in accordance with **SWBT**'s placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SWBT** and thereby authorize **SWBT** (or any Other User sharing the pole with **SWBT**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SWBT** for the costs incurred by **SWBT** for work performed by **SWBT** on Attaching Party's behalf in accordance with the provisions of this article.

26.0 INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. **SWBT** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SWBT**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SWBT** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SWBT** on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. **SWBT** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SWBT**'s Structure. These inspections will not be made more often than once every 2 years unless in **SWBT**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, **SWBT** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SWBT**'s Structures is required to bring Attaching Party's facilities into

compliance, the Attaching Party shall provide notice to **SWBT** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27.0 TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SWBT**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. **SWBT** may, without notice to any person or entity, remove from **SWBT**'s poles or any part of **SWBT**'s conduit system the Attaching Party's facilities, if **SWBT** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SWBT**'s poles or in **SWBT**'s conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SWBT**'s poles or anchors or within any part of **SWBT**'s conduit system, **SWBT**, without prejudice to other rights or remedies available to **SWBT** under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to **SWBT**, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If **SWBT** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SWBT** for all fees and charges associated with the unauthorized attachments as specified in Section 27.7 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SWBT** of any of its rights or privileges under this Agreement or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SWBT**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SWBT** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual

attachment and occupancy fees in effect on the date Attaching Party is notified by **SWBT** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SWBT**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SWBT** or another Other User, and shall pay **SWBT** for all costs incurred by **SWBT** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SWBT** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SWBT** may, at **SWBT**'s option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of **SWBT**'s Facilities. No act or failure to act by **SWBT** with regard to any unauthorized attachment or occupancy or unauthorized use of **SWBT**'s Structure shall be deemed to constitute a ratification by **SWBT** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28.0 REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a **SWBT** pole or in a **SWBT** duct or conduit, Applicant will provide written notification to **SWBT** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SWBT**'s Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SWBT**'s manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SWBT**'s Structure.

28.2 At **SWBT**'s request, Attaching Party shall remove from **SWBT**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SWBT** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SWBT**'s Structure.

28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SWBT**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SWBT**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SWBT**'s Structure would cause a forfeiture of the rights of **SWBT** to occupy the property where such Structure is located, **SWBT** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SWBT** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SWBT**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by **SWBT**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SWBT**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, **SWBT** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SWBT** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by **SWBT**. If **SWBT** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SWBT** for **SWBT**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29.0 RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set

forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SWBT** shall have the right to change the rates, charges and fees outlined in this Agreement. **SWBT** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30.0 PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. **SWBT** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SWBT** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SWBT** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on **SWBT** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SWBT** may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as **SWBT** may deem reasonable or necessary to protect **SWBT** from any such lien, claim or demand.

31.0 NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party: (CLEC's Company Name)

Name: Rich Rabah

Title: President

Firm: CD Telecommunications, LLC

Address: 607 State Highway 165, Suite 5

City/State/Zip: Branson, MO 65616

If to SBC:

CONTRACT ADMINISTRATION

ATTN: Notices Manager

Address: 311 S. Akard, 9th Floor

City/State/Zip: Dallas, TX 75202-5398

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

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

SBC COMMUNICATIONS, INC.

By:_____
Signature of SBC's Authorized Officer/Employee

_____
Name of SBC's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of SBC's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by SBC

CD TELECOMMUNICATIONS, LLC

_____
Attaching Party's Name (Printed or Typed)

_____
Signature of Attaching Party's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State by Attaching Party

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 Introduction

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

2.0 General Requirements for Usage Data

2.1 SWBT's provision of Usage Data to CLEC will be in accordance with performance metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.

2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

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

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

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

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

4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the EMR format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

5.0 Usage Data Reporting Requirements

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

5.2 SWBT will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.

5.4 CLEC and SWBT will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. CLEC will pay to SWBT a per message charge of three tenths of one cent ($.003) for SWBT's transmission of usage data to CLEC.

5.5 SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested not later than three (3) months after the Effective Date of the Agreement or as otherwise mutually agreed to by both Parties.

6.0 Alternatively Billed Calls

6.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SWBT line or other LEC or LSP are called "Outcollects."

6.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SWBT will transmit such data to CLEC on a daily basis. CLEC as the LSP will be deemed the

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

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

7.0 Local Account Maintenance

7.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.

7.2 When any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents ($0.08) for each WTN transmitted for SWBT's transmission of the change notification.

8.0 Pricing

8.1 SWBT will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

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

EXHIBIT V
NONDISCLOSURE AGREEMENT (MISSOURI)

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

This Nondisclosure Agreement, effective as of the ___ day of _____, 20__, has been entered into by and between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT"), a Texas corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

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

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

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

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

by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

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

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

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

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

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations

such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

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

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

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

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

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

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

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

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

CD Telecommunications, LLC	Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company By SBC Telecommunications, Inc., its authorized agent
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

AMENDMENT NO. ____

TO INTERCONNECTION AGREEMENT-MO (M2A)

by and between

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

AND

CD TELECOMMUNICATIONS, LLC

The Missouri 271 Interconnection Agreement (M2A) ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") and CD Telecommunications, LLC ("CLEC") is hereby amended as follows:

(1) Appendix Pricing-UNE Schedule of Prices (dated 021601) is superceded and replaced by the attached revised Appendix Pricing-UNE Schedule of Prices (Revised 08/16/01), which is incorporated herein by this reference.

(2) Attachment 25: xDSL (dated 021601) is superceded and replaced by the attached revised Attachment 25: xDSL (Revised 08/16/01), which is incorporated herein by this reference.

(3) The Parties acknowledge and agree that the underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to the Missouri Public Service Commission's order issued March 6, 2001 approving the M2A in Case No. TO-99-227. This Amendment incorporates certain pricing revisions into certain Appendices (referenced above) of the M2A. The Parties acknowledge and agree that (i) all aspects of this Agreement, including this Amendment, are made available to CLEC as a result of CLEC's previous adoption of the M2A or parts thereof and were obtained outside of the negotiation procedures of 47 U.S.C. . 252(a)(1); (ii) that this Amendment addresses revisions to pricing terms; and therefore, no aspects of the Agreement or this Amendment qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order,* CC Docket 98-141, rel. (October 8, 1999).

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

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission (MPSC) and shall become effective upon approval by the MPSC.

IN WITNESS WHEREOF, this Amendment to the 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.

CD Telecommunications, LLC	**Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company By SBC Telecommunications, Inc. it's authorized agent**
By: _____	By: _____
Title: _____	Title: President – Industry Markets
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Date: _____	Date: _____

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

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

2.0 General Terms and Conditions

2.1 SWBT will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SWBT's network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SWBT will make the requested connection.

2.2 CLEC may combine any unbundled Network Element with any other element without restriction. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services. This paragraph does not limit CLEC's ability to purchase services under SWBT's resale tariff while also utilizing the UNE provisions of this agreement to the same end use customer. This paragraph does not limit CLEC's ability to permit IXCs to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit CLEC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section 5 of this Attachment. Further, when customized routing is used by CLEC, pursuant to Section 5.2.4 of this Attachment, CLEC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.

2.3 CLEC may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.

2.4 SWBT will provide CLEC access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction except as provided in this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SWBT will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not

impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by CLEC for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in Section 2.22.

2.4.1 When CLEC orders unbundled Network Elements in combination, and identifies to SWBT the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by CLEC for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SWBT's delivery of service to its POTS customers served through equivalent SWBT loop and switch ports. Network element combinations provided to CLEC by SWBT will meet all performance criteria and measurements that SWBT achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).

2.5 For each Network Element, to the extent appropriate, SWBT will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SWBT provides contiguous Network Elements to CLEC, SWBT may provide the existing interconnections.

2.6 Various subsections below list the Network Elements that SWBT has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SWBT will make additional Network Elements available pursuant to the terms of Section 2.22 of this Attachment. The waiver contained in the first sentence of Section 14.8 of this Attachment shall not apply to such additional Network Elements requested by CLEC nor shall it apply to new Network Elements made available by SWBT pursuant to Section 14.5 of this Attachment. Notwithstanding SWBT's ability to challenge the provision of new UNEs pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, SWBT agrees, absent a stay or reversal on appeal, to make such new UNEs available under the provisions of Section 14.5.

2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.

2.8 Except upon request, SWBT will not separate requested network elements that SWBT currently combines.

2.9 Where unbundled elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error.

2.10 This Section Intentionally Left Blank

2.11 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.12 SWBT will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and CLEC.

2.13 The use of the term "purchase" herein notwithstanding, network elements provided to CLEC under the provisions of this Attachment will remain the property of SWBT.

2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.15 CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SWBT provides for its

customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17 Performance of Network Elements

2.17.1 Each Network Element provided by SWBT to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions. Such publications will be shared with CLEC. CLEC may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process. SWBT shall not impose its own standards for provision services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.

2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Element.

2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own

expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.

2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

2.17.7 SWBT will provide performance measurements as outlined in Attachment 17 under this Agreement. SWBT will not levy a separate charge for providing this information.

2.18 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.

2.19 This Section Intentionally Left Blank

2.20 When CLEC purchases unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SWBT will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SWBT.

2.21 CLEC will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.17.

2.22 <u>Special Request</u>

The sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; interoffice transport, including common transport, and dedicated transport; signaling and call-related database; operations support systems functions; and cross-connects. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not

available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

2.22.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to FCC Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.22.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.

2.22.3 The requesting Party may cancel a Network Element Special Request in a commercially reasonable manner.

2.22.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.

2.22.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act. If the receiving party does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: the requesting party has twenty (20) days in which to file a petition with the Commission, seeking a determination that the receiving party be required to provide the unbundled element. The receiving party must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.

2.22.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party will promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

2.22.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.

2.22.8 As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Network Element Special Request, the receiving Party shall provide to the requesting Party a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

2.22.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

2.22.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

2.22.11 Whenever CLEC requests to purchase a particular SWBT Network Element that is operational at the time of the request but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SWBT will provide a price quote for the Element, consistent with the Act, within twenty (20) days following SWBT's receipt of CLEC's request. If the Parties have not agreed on a price for the Element within ten (10) days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

3.0 Network Interface Device

3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections.

3.2 CLEC personnel may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SWBT NID.

3.4 CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.

3.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.

3.6 The SWBT NIDs that CLEC uses under this Attachment will be those installed by SWBT to serve its customers.

3.7 CLEC will not attach to or disconnect SWBT's ground. CLEC will not cut or disconnect SWBT's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.

4.0 Local Loop

4.1 Definition: A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.4. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.

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

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

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

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

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

4.2.5 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process. The availability of a loop type, *e.g*., DS3 loop, through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, *e.g*., DS3 Entrance Facility.

4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Special Request process. This section does not apply when CLEC orders a Loop/Switch port combination from SWBT.

4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. CLEC will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

4.6 Subloop Elements

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

4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to

offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end user premises, as a separate unbundled network element.

4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Distribution".

4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, huts, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.

4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber" under the heading "Subloop - Feeder".

4.6.2.2 When CLEC purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "DS1 4-Wire Copper" under the heading "Subloop - Feeder".

4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.

5.0 Local Switching

5.1 Definition: The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, access to operator services, access to directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex-like capabilities as well as any technically feasible customized routing, blocking/screening, and recording functions.

5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and CLEC is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. SWBT will provide CLEC with recordings which will permit it to collect all access or toll revenues associated with the use of the local switching element.

5.2 Technical Requirements

5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10-digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC.

5.2.2 Except as required to fulfill CLEC requests for customized routing, SWBT's Local Switching element will route local calls on SWBT's common network (i.e., Common Transport) to the appropriate trunk or lines for call origination transport according to the same criteria that SWBT applies to its own calls.

5.2.3 SWBT should route all local operator services and directory assistance calls to a single destination designated by CLEC where technically feasible.

5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing

will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.) CLEC may request additional types of Customized Routing for local calls through the Special Request Process.

5.2.3.2 Permanent prices for AIN Customized Routing are found in Appendix Pricing UNE – Schedule of Prices. The AIN Customized Routing prices also will apply to Customized Routing in any Missouri local switches that are not AIN compatible, and SWBT will supply Customized Routing for these switches through the Line Class Code method or other method agreed upon by the parties.

5.2.3.3 Intentionally left blank

5.2.3.4 For particular customer serving arrangements in which Customized Routing is not available through AIN, if CLEC requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), CLEC will pay rates to be established by future negotiation or arbitration. If CLEC does not so request, Customized Routing will be unavailable and the customer's operator services and directory assistance calls will be routed to the SWBT OS/DA platform as defined in Attachment 22 DA-Fac and Attachment 23 OS-Fac. CLEC will pay appropriate OS/DA charges for SWBT to properly handle such calls to SWBT's OS/DA platform found in Attachment 22 DA-Fac and Attachment 23 OS-Fac. The particular customer serving arrangements in which customized routing is not available through AIN consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

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

5.2.4.1 Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

5.2.4.2 SWBT agrees to provide CLEC the AIN solution for customized routing in each of its end offices.

5.2.4.2.1 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls (IDDD) and toll calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law. In those end offices where AIN is deployed, there will be no additional charge for blocking/screening for the above listed standard blocking/screening capabilities.

5.2.4.2.2 When CLEC uses unbundled local switching and requests blocking/screening for one of those particular customer serving arrangements that are not AIN compatible, SWBT will provide blocking/screening via special line class codes at rates to be negotiated by the Parties. The particular customer serving arrangements consist of the following: end user service with voice activated dial served out of a 5ESS switch; coin services where SWBT's network rather than the telephone provides the signaling; hotel/motel services; and certain CENTREX-like services with features that are incompatible with AIN.

5.2.4.3 SWBT has deployed customized routing via AIN technology. SWBT will provide Customized Routing via LCC technology at the request of CLEC. In the event a CLEC specifically requests an LCC in any local switch where AIN is implemented, SWBT shall provide a forward-looking cost estimate to the CLEC through the Special Request Process, provided that such LCC needs to be developed to accommodate the CLEC's customized routing requirement or calling scope. CLEC will pay the costs for implementing the request, provided that, if CLEC does not agree with SWBT's proposed charges for LCC customized routing, SWBT will submit its costs and proposed prices to the Commission for approval in accordance with TELRIC requirements, and CLEC will only be required to pay the prices approved by the Commission. If a CLEC requests an LCC in a switch where that LCC is already implemented and used by SWBT, no charge as related to development of such LCC applies.

5.2.4.4 SWBT will make available to CLEC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by CLEC Customers to the CLEC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to CLEC OS and DA platforms, CLEC may complete such calls and receive the associated revenue.

5.2.4.5 SWBT will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC. (Designated trunks via Feature Group C signaling**,** or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid).)

5.2.4.6 SWBT will provide the functionality and features within its LS to route CLEC dialed 0/0+ local calls to CLEC. (Designated trunks via operator services Feature Group C signaling.)

5.2.4.7 Intentionally left blank

5.2.4.8 Intentionally left blank

5.2.4.9 Direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.

5.2.4.10 SWBT, no later than five (5) days after the date CLEC requests the same, will provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. CLEC agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against CLEC and SWBT, arising out of its provision of such information to CLEC.

5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

5.2.6 SWBT will perform testing through the Local Switching element for CLEC customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

5.2.7 SWBT will repair and restore any SWBT equipment or any other maintainable component that may adversely impact Local Switching.

5.2.8 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

5.2.9 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated CLEC personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). CLEC will obtain all necessary legal authorization for the call trace.

5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachments 9 and 10.

5.2.11 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of SWBT adjuncts will be handled through the Special Request process.

5.2.12 SWBT will provide Usage Data and trouble history regarding a customer line, upon CLEC's request as provided in Attachment: 8 and Attachment: 10.

5.2.13 SWBT will allow CLEC to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Special Request process. When CLEC purchases Unbundled Local Switching (ULS), SWBT will provide CLEC the vertical features that the switch is equipped to provide.

5.3 Interface Requirements:

5.3.1 Unbundled Local Switching (ULS) Port includes the central office switch hardware and software required to permit the transport or receipt of information over the SWBT local switching network or other interconnected networks. The ULS Port provides access to all features, functions and capabilities of the local switch. The ULS Port charge includes the charges for cross connect to the main distribution frame or DSX panel. SWBT will provide the following switch ports:

5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including centrex-like applications. When CLEC orders a Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

5.3.1.2 Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.

5.3.1.3 DS1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications. When CLEC orders a Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.

5.3.1.5 ISDN Primary Rate Interface (PRI) Port: switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities. Analog line port numbers (POTS) that are requested to be routed to this PRI trunk side port will be priced separately. The price for accomplishing this function is contained in Appendix Pricing UNE Schedule of Prices under "DS1 Digital Trunk Port" and labeled "Regular Numbers."

5.3.1.6 Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive

applied in SCIS/IN. Any other I/O ports necessary shall be priced through the Special Request Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

5.3.1.7 When CLEC purchases switch ports, the applicable prices contained on Appendix Pricing UNE - Schedule of Prices and labeled "Port Charge per month" will apply. In addition, applicable usage sensitive charges are found in Appendix Pricing UNE - Schedule of Prices labeled "Local Switching".

5.3.1.8 This Section Intentionally Left Blank

5.3.1.9 CLEC may request additional port types from SWBT through the Special Request process.

6.0 Tandem Switching

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

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

6.2 Technical Requirements

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

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

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

6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping,

Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

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

7.0 Intentionally left blank

8.0 Interoffice Transport

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

8.1 Common Transport

8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit CLEC to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit CLEC to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

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

8.1.3 When CLEC purchases unbundled Local Switching, SWBT will charge the price shown on Appendix Pricing UNE - Schedule of Prices labeled "Common Transport" when such facilities are used on an interoffice call subject to Section 5.2.2.

8.2 **Dedicated Transport**

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Dedicated Transport includes interoffice dark fiber and Digital Cross-connect System (DCS) functionality as specified below. The price for dedicated transport is found in Appendix Pricing - UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix

Pricing - UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities". Entrance facility rates apply in all cases in which unbundled dedicated transport is not being cabled through an existing collocation arrangement, whether physical or virtual. The parties agree that when CLEC collocates in SWBT central offices, and SWBT is not providing the connection between the SWBT central office and the CLEC premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, CLEC provides the transmission facility between its premises and the SWBT premises and SWBT applies the unbundled Dedicated Transport interoffice rate elements for transport between SWBT offices, and the appropriate Collocation Interconnection Arrangement would apply. When SWBT provides the transmission facility (*i.e.*, the entrance facility) between the CLEC premises and the SWBT central office, the entrance facility rate element would apply for such entrance facility in addition to any interconnection arrangement to connect the entrance facility to CLEC collocation space.

8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to CLEC.

8.2.1.2 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, CLEC may request them pursuant to the Special Request process.

8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: Voice Grade (VG) (analog), DS1(1.544 Mbps), DS3(45 Mbps), OC3(155.520 Mbps) and OC12(622.080 Mbps). In addition, SWBT offers OC48(2488.320 Mbps) bandwidth as an option for interoffice capacity. CLEC may request other interface options pursuant to the Special Request process.

8.2.1.4 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If CLEC requests special routing of Dedicated Transport, SWBT will respond to such requests under the Special Request process.

8.2.1.5 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.

8.2.1.5.1 SWBT will provide all technically feasible types of multiplexing/ demultiplexing, including optical multiplexing on an unbundled basis. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.

8.2.1.5.2 When CLEC requests stand-alone electronic multiplexing, it will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled “Multiplexing”. Otherwise, electronic multiplexing used by SWBT in providing Dedicated Transport to CLEC is included in the Dedicated Transport rates and charges. CLEC may

purchase stand-alone multiplexing without also purchasing dedicated transport elements. The multiplexing/demultiplexing and grooming associated with optical transport is included in the optical interoffice Dedicated Transport price. Stand-alone use of optical multiplexing may be requested through the Special Request process.

8.2.1.5.3 CLEC will use multiplexing/demultiplexing when connecting a DS1 or greater bandwidth Dedicated Transport element to a SWBT analog loop.

8.2.2 Interoffice Dark Fiber

8.2.2.1 SWBT will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC when CLEC has collocation space in a SWBT tandem or end office, but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from receipt of an CLEC request for interoffice dark fiber, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve month period following CLEC's request. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP may not, in twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular dedicated interoffice transport segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that CLEC is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with CLEC and provide CLEC with sufficient alternative means of transporting the traffic. SWBT will provide CLEC with the ability to connect to interoffice dark fiber. In each SWBT tandem or end office that serves as the point of termination for each interoffice dark fiber segment, SWBT will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, SWBT will provide connectivity to its dark fiber in any facility where it has an existing termination point or a patch panel.

8.2.2.2 CLEC may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.

8.2.2.3 SWBT will provide to CLEC information regarding the location, availability, and loss characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from CLEC.

8.2.2.4 When CLEC purchases Interoffice Dark Fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber - Interoffice".

8.2.3 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

8.2.3.1 When provided by SWBT to itself or when requested by CLEC pursuant to the Special Request process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.4 Digital Cross-Connect System (DCS)

8.2.4.1 SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.

8.2.4.1.1 When CLEC specifically orders the DCS, the applicable prices described in the paragraphs below and contained on Appendix Pricing - UNE - Schedule of Prices and labeled "Digital Cross Connect Systems" will apply.

8.2.4.1.1.1 DCS Port Charge - A DCS rate per month applies per port requested. The three types of port configurations are as follows:

DS0 channel port termination.
DS1 channel port termination.
DS3 channel port termination.

8.2.4.1.1.2 DCS Establishment Charge - This charge applies for the initial setup of the CLEC database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits (loops and/or interoffice facilites) that CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.

8.2.4.1.1.3 Database Modification Charge - This charge applies each time CLEC requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.

8.2.4.1.1.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.

8.2.4.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.

8.2.4.3 CLEC may utilize the DCS Dedicated Transport element through the use of a terminal on CLEC premises to access a database maintained by SWBT to reconfigure CLEC's Dedicated Transport facilities.

8.2.4.4 CLEC may use the DCS to directly access and control CLEC's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions.

8.2.4.5 CLEC will remotely access the DCS by using a terminal on CLEC's premises in conjunction with CLEC's facilities or SWBT Unbundled Loops or Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.

8.2.4.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to CLEC.

8.2.4.7 SWBT will make two DCS options available to CLEC: On-demand; and Reservation. The on-demand option allows CLEC to make immediate changes to the network, while the reservation option allows CLEC to execute a change at a specified time designated by CLEC.

8.2.4.8 CLEC may use DCS to perform the following functions:

8.2.4.8.1 **Routing/Rerouting** - The routing feature allows CLEC to select the routes that will be used to connect circuits between DCSs. CLEC may control the route selection process by various parameters according to CLEC's needs. CLEC may also reroute circuits from a failed internodal facility to a working one.

8.2.4.8.2 **Renaming**-CLEC may rename its network locations, circuits, and facilities.

8.2.4.8.3 **Special Day Definition** - CLEC may specify circuit reconfiguration on special days, e.g., payday, holidays.

8.2.4.8.4 **Resource Verification** - CLEC may verify the resource availability for the reservation period in its reconfiguration request prior to the system's confirmation or denial of the request.

8.2.4.8.5 **Transaction Log** - CLEC is provided database log that contains every transaction involving reconfigurations.

8.2.4.8.6 **Compatibility Table** - CLEC may view the allowable access line combinations that can be used with the DCS.

8.2.4.8.7 **Path Priority** - CLEC may arrange its circuit paths in order of priority when multiple routes exist.

8.2.4.8.8 **Reservation Summary Screen** - CLEC may view the status of its reconfiguration reservations.

8.2.4.8.9 **MACRO Command/Network Modeling** - CLEC may initiate with one command, multiple two-point cross-connections. CLEC can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.

8.2.4.8.10 **Variable Bandwidth** - On Internodal Facilities, CLEC may use the variable bandwidth feature interchangeably to connect full STS1 (where available), 45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.

8.2.4.9 Technical Specifications

8.2.4.9.1 CLEC will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.

8.2.4.9.2 DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.

9.0 Signaling Networks and Call-Related and other Databases

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

9.1 Signaling Link Transport

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

9.1.1.1 CLEC and SWBT may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when CLEC transmits signaling for local service traffic using ports, links and cross connects between CLEC and SWBT STPs for which CLEC has paid the applicable charges in its capacity as an IXC.

9.1.1.2 When CLEC establishes new links, where CLEC will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, CLEC will pay applicable rates labeled "SS7 Links Cross Connect" and "STP Port" in Appendix Pricing - UNE - Schedule of Prices. If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new cross-connect and port is needed, SWBT will charge CLEC the applicable rates and charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that CLEC may block SWBT's usage of the new link.

9.1.1.3 If new links are established and CLEC elects to purchase unbundled SWBT transport between an CLEC STP or CLEC local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. CLEC will pay the rates and charges for each DS-1 shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP - Access Connection - 1.544 Mbps" (in addition to the port and cross connect described in 9.1.1.2).

9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in the previous paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge CLEC the applicable charges established herein and CLEC will charge SWBT the lesser of CLEC's tariff rates, if

any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that CLEC may block SWBT's usage of the new facility's links.

9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, CLEC may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above). In this circumstance, CLEC will pay the rates and charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Unbundled Signaling - STP Access Link - 56 Kbps."

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

9.1.2 Technical Requirements

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

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

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

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

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

the negotiations, the Parties agree that the Point Code Addition is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

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

9.1.5 When CLEC provides its own switching, and purchases signaling link transport, CLEC will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project future facility requirements. CLEC will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.6 CLEC will inform SWBT in writing thirty (30) days in advance of any material expected change in CLEC's use of such SS7 Signaling Network. Any network management controls found necessary to protect SWBT's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.1.7 SWBT will inform CLEC in writing thirty (30) days in advance of any material expected change in SWBT's use of such SS7 Signaling Network. Any network management controls found necessary to protect CLEC's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.2 Signaling Transfer Points (STPs)

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

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

9.2.1.1.1 Signaling for CLEC with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with CLEC set of links will be routed to CLEC.

9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate will apply to ISUP and TCAP messages. When CLEC uses SS7 Transport between one or more SWBT STP pairs, for each segment transported (i.e., from an SWBT STP pair to an adjacent SWBT pair), CLEC will pay the charges labeled "SS7 Signaling Transport per call" on Appendix Pricing UNE - Schedule of Prices. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis.

9.2.1.1.1.2 If CLEC elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, CLEC will be required to use a unique point code for each CLEC local switching office, in those circumstances when call completion requires use of an STP located in a different LATA than that in which the call originated. If CLEC does not provide a unique point code, CLEC will be charged at a tariffed rate.

9.2.1.1.2 Signaling for CLEC with its own Signaling Point, utilizing a set of links of another party: CLEC may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by CLEC.

9.2.1.1.3 Signaling for CLEC utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SWBT SS7 signaling on a per call basis at the interim rate of 200 times the octet rate contained on Appendix Pricing UNE - Schedule of Prices and labeled as "SS7 Transport Rate". This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 Technical Requirements

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. CLEC may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing. Unless the Parties agree that the Global Title Translation is mutually beneficial, CLEC will pay a non-recurring charge when CLEC requests SWBT to add Global Title Translation Type information for message routing, in connection with its use of unbundled signaling. These charges are identified in the Appendix Pricing UNE - Schedule of Prices as "Global Title Translation Addition". If either Party believes the new Global Title Translation would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Global Title Translation is mutually beneficial, SWBT will pay the lesser of CLEC's tariff rate, if any, or the charges identified herein.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, CLEC will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, CLEC will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with CLEC, CLEC will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is CLEC or third party local or tandem switching system directly

connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

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

9.2.3.2 CLEC will designate the Signaling Point of Interconnection (SPOI) for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI.

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

9.3 Service Control Points/Call-Related Databases

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

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

9.3.2 **Technical Requirements for SCPs/Call-Related Databases**

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

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

9.3.2.3 SWBT will make its database functionality available to CLEC using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment on such criteria.

9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4 Line Information Database (LIDB)

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below.

9.4.1.1 Query transport will be charged on a per query basis at a rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "Query Transport." LIDB Validation will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "LIDB Validation." (This includes Validation, SMS, and SLEUTH functionality.) CNAM Service Query will be charged on a per query basis at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled "CNAM Service Query." (This includes service query and SMS functionality.) LIDB usage rates (i.e., CNAM Service Query, LIDB Validation, and Query Transport) will be modified to reflect weighted average prices from Texas, Missouri, Oklahoma, Kansas, and Arkansas once cost review processes are complete in all states. The parties will submit a modification to this Agreement and will true-up to the modified prices. A service order charge for LIDB validation will be charged at the rate reflected on Appendix Pricing - UNE Schedule of Prices labeled as "Service Order Charge". This charge applies when CLEC places an order to activate, change, or modify a point code. When CLEC has not previously established a given switch on SWBT's STP, but CLEC wants to use that switch to issue LIDB queries, the switch must be identified to LIDB through point code additions. In that event, a

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

9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.

9.4.1.6 Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.

9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

9.4.1.8 Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).

9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).

9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

9.4.1.11 Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

9.4.1.12 SWBT has established a LIDB database users group.

9.4.2 LIDB Validation

9.4.2.1 SWBT will provide CLEC access to Validation information whenever CLEC initiates a query from an SSP for Validation information available in SWBT's LIDB.

9.4.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type 253 and a subsystem number in the calling party address field that is mutually agreed upon. CLEC acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.

9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB Validation from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.4.2.4 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including CLEC, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.

9.4.2.5 SWBT's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

9.4.2.6 SWBT provides LIDB Validation Service as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

9.4.2.6.1 CLEC will be charged for LIDB validation queries, consistent with Section 9.4.1 of this Attachment, in the event that CLEC is using its own OS platform.

9.4.2.6.2 In the event that CLEC is using SWBT's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges as defined in Attachment 23 OS-Fac.

9.4.2.6.3 SWBT cannot distinguish between queries from CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from CLEC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate

diverge prior to the development of any technically feasible method to distinguish LSP queries from IXC queries, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.4.2.6.4 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or IXC driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. Until CLEC develops and provides its factor, SWBT shall treat all queries at the higher rate, except that a true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days. Factors may be changed by CLEC on a quarterly basis and subject to audit by SWBT on a yearly basis.

9.4.2.7 LIDB Validation provided by SWBT to CLEC will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with CLEC and SWBT will provide CLEC with the opportunity to comment. CLEC may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

9.4.3 Ownership of Validation Information

9.4.3.1 CLEC's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.4.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. CLEC may use LIDB Validation for such functions only on a call-by-call basis.

9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number

- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.4.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.4.3.5 If CLEC acts on behalf of other carriers to access SWBT's LIDB Validation, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a Validation query to SWBT's LIDB.

9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with CLEC when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

9.4.3.7 Nothing in Sections 9.4.3.1 through 9.4.3.7 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's LIDB Validation.

9.4.4 LIDB Storage and Administration

9.4.4.1 Definitions:

9.4.4.1.1 **Data Base Administration Center (DBAC)** - A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

9.4.4.1.2 **Group** - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-0/1XX combination.

9.4.4.1.3 **Group Record** - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-0/1XX.

9.4.4.1.4 **LIDB Editor** - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.

9.4.4.1.5 **Line Validation Administration System (LVAS)** - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.

9.4.4.1.6 **Line Record** - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.

9.4.4.1.7 **Toll Billing Exception (TBE)** - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.

9.4.4.1.8 **Service Management System (SMS)** - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.

9.4.4.1.9 **Sleuth** - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.

9.4.4.1.10 **Special Billing Number (SBN) Account Groups** - Line records in LIDB that are based on an NPA-0/1XX numbering format. NPA-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-0/1XX line record is either a zero (0) or a one (1).

9.4.4.1.11 **Tape Load Facility** - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.

9.4.4.1.12 **Translation Type** - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 General Description and Terms

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with CLEC to provide CLEC with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.

9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. CLEC understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to CLEC.

9.4.4.2.5 On behalf of third parties who query LIDB for CLEC data and receive a response verifying the end user's willingness to accept the charges for the underlying call, CLEC at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.

9.4.4.2.6 Upon receipt of the Line Record from CLEC, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3) determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

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

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

9.4.4.3 Line Validation Administration System (LVAS)

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

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

9.4.4.3.3 Concurrent with implementation of the LIDB record population functionality for UNE-P orders referenced in § 9.4.4.3.2 above, SWBT will provide CLEC with the option of either: 1) utilizing unbundled access to LVAS through the interfaces described in § 9.4.4.3.1 for the purpose of creating, modifying, updating or deleting its LIDB information; or 2) electing to have SWBT provide ongoing administration of LIDB updates. These two options are mutually exclusive, and may not be used in conjunction with each other. For on-going administration of the LIDB record via the LSR, SWBT will work within the change management process to mechanize its LIDB administration offering. SWBT shall work within the Change Management Process to provide this functionality to CLEC prior to December 31, 2000. An interim performance measurement approved by the Commission shall apply until this functionality is available.

9.4.4.3.4 There is no separate charge for CLEC’s use of LVAS under this Agreement.

9.4.4.3.5 CLEC may participate in a forum established by SWBT for all users of SWBT's LIDB administration system (LVAS). This group meets quarterly, at the discretion of the group, to discuss issues regarding SWBT’s LIDB, including Line Record and system administration.

9.4.4.4 Service Order Entry Interface

9.4.4.4.1 The Service Order Entry Interface provides CLEC with unbundled access to SWBT’s LVAS that is equivalent to SWBT’s own service order entry process to LVAS. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC’s service order process into LVAS.

9.4.4.4.2 CLEC’s access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC

access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

9.4.4.4.3 SWBT will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

9.4.4.4.4 CLEC can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.4.5 SWBT will provide CLEC with SWBT-specific documentation for properly formatting the records CLEC will transmit over the Service Order Entry Interface.

9.4.4.4.6 CLEC understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 Interactive Interface

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

9.4.4.5.2 SWBT will provide CLEC with Interactive Interface through a modem. CLEC understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 CLEC will use hardware and software that is compatible with LVAS hardware and software.

9.4.4.5.4 CLEC can choose to request the Interactive Interface as its only interface to LVAS and LIDB or CLEC can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 Tape Load Facility Interface

9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load

Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.

9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. CLEC may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above CLEC's normal daily update processing.

9.4.4.6.4 CLEC will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with CLEC's line/billing records.

9.4.4.6.5 CLEC will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide CLEC with the name and address of the SWBT employee designated to receive the tapes at each location.

9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load CLEC's updates into LVAS. CLEC understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide CLEC SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create CLEC records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide CLEC with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

9.4.4.6.7 SWBT and CLEC will coordinate to establish mutually agreed upon dates and times for tape loads of CLEC data when such loads are the result of an CLEC request.

9.4.4.6.8 CLEC understands and agrees that its record access through the Tape Load Facility Interface is only for CLEC's own line/billing records. CLEC will not use the Tape Load Facility Interface to modify any group record. CLEC will not use the Tape Load Facility Interface to modify any line/billing record not belonging to CLEC.

9.4.4.7 LIDB Editor Interface

9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with

emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

9.4.4.7.3 CLEC understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 Audits

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

9.4.5.1 LIDB Audit

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

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

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

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

9.4.5.2 Billing System Audit

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

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

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days.

CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

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

9.4.5.2.4.1 Scheduled Audits:

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

9.4.5.2.4.2 Unscheduled Audits:

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

9.4.6 Sleuth

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

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

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

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

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

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

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

9.4.7 Technical Requirements

9.4.7.1 SWBT will enable CLEC to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17.2 will include a description of the data elements required to support LIDB-based query processing.

9.4.7.3 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of CLEC line-record data in LVAS by any third party that is not authorized by CLEC in writing.

9.5 CNAM Service Query

9.5.1 Definitions

9.5.1.1 Calling Name Delivery Service (CNDS) enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premises between the first and second ring for display on compatible customer premises equipment (CPE). CLEC will be charged for CNAM Service Queries in the event that CLEC is operating its own switch. In the event that CLEC is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

9.5.1.1.1 Pricing for CNAM Service Query, Query Transport, and Point Code Addition is described in Section 9.4.1.1 and prices are found in Appendix Pricing UNE - Schedule of Prices.

9.5.1.2 CNAM Service Query allows CLEC to query SWBT's Calling Name database for Calling Name information in order to deliver that information to CLEC's local subscribers.

9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

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

9.5.2 Description of Service

9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

9.5.2.2 All CLEC validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.

9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by CLEC will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.

9.5.2.4.1 SWBT cannot distinguish between queries from CLEC's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from CLEC's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the LSP in-area query and query transport and the rates for the LSP out-of-area query and query transport rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, CLEC will develop an allocation factor to distinguish the proportion of in-area queries and out-of-area queries. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

9.5.2.4.2 SWBT will notify CLEC of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice CLEC will advise SWBT whether CLEC elects to pay the higher rate (e.g., assume all queries are LSP or non LSP driven, whichever is higher) or elects to develop an allocation factor. CLEC will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after CLEC notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 Ownership of the Calling Name Information

9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. CLEC may use CNAM Service Query for such functions only on a call-by-call basis.

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.5.3.4 CLEC agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.5.3.5 If CLEC acts on behalf of other carriers to access SWBT's CNAM Service Query, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.

9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict CLEC's use or storage of CLEC data created or acquired independently of SWBT's CNAM Service Query.

9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. CLEC will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. CLEC agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will CLEC block information a subscriber has attempted to unblock.

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

9.5.4 Originating Line Number Screening (OLNS) When available, Originating Line Number Screening will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.

9.6 Toll Free Number Database

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the

800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

9.6.3 Access to the Toll Free Calling Database allows CLEC to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).

9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an CLEC switch to the SWBT Toll Free Database, CLEC will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by CLEC. The Toll Free Database charges do not apply when CLEC uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".

9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

9.6.7 CLEC will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. CLEC's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.

9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.6.9 CLEC will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. CLEC will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If CLEC acts on behalf of other carriers to access SWBT's Toll Free Calling Database, CLEC will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database.

9.6.10 CLEC will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.

9.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its Missouri local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's TFCDB for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.7 AIN Call Related Database

9.7.1 Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

9.7.3 When CLEC utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an CLEC developed AIN feature as per previous section.

9.7.4 When CLEC utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an CLEC developed AIN feature as per previous section.

9.7.5 SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SWBT, and not to all services unless a problem source cannot be identified.

9.7.6 As requested by CLEC, SWBT will provide specifications and information reasonably necessary for CLEC to utilize SWBT SCE as provided above.

9.7.7 SWBT SCP will partition and take reasonable steps to protect CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

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

10.0 Operations Support Systems Functions

10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.

10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and

Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

11.1 The cross connect is the media between the SWBT distribution frame and an CLEC designated collocated space or other SWBT unbundled network elements purchased by CLEC.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". The applicable cross connects are as follows:

1. Cross connect to DCS
2. Cross connect to Multiplexer/Interoffice
3. Cross connect to Collocation
4. Cross connect to Switch Port

11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If CLEC uses its own testing and monitoring services, SWBT will treat CLEC test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC orders a switch port, or local loop and switch port in combination, SWBT will, at CLEC's request, provide automated loop testing through the Local Switch rather than install a loop test point.

11.4 SWBT offers the choice of three types of cross connects with subloop elements. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing UNE - Schedule of Prices labeled "Subloop Cross Connect". The applicable cross connects are as follows:

1. Two wire
2. Four wire
3. Dark Fiber

11.5 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

11.5.1 SWBT will charge CLEC the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect". The following cross connects are available with UDT:

1. Voice Grade 2W
2. Voice Grade 4W

3. DS1
4. DS3
5. OC3
6. OC12
7. OC48

11.6 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on Appendix Pricing UNE - Schedule of Prices labeled "Dark Fiber to Collocation Cross Connects".

12.0 Additional Requirements Applicable to Unbundled Network Elements

This Section 12 sets forth additional requirements for unbundled Network Elements which SWBT agrees to offer to CLEC under this Agreement.

12.1 Within 60 days of the Effective Date of this Agreement, CLEC and SWBT will agree upon a process to resolve technical issues relating to interconnection of CLEC's network to SWBT's network and Network Elements and Ancillary Functions. The agreed upon process will include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If CLEC and SWBT do not reach agreement on such a process within 60 days, any issues that have not been resolved by the parties with respect to such process will be submitted to the Dispute Resolution procedures set forth in this Agreement unless both parties agree to extend the time to reach agreement on such issues.

12.1.1 SWBT must offer unbundled local loops with and without automated testing and monitoring services. If an LSP uses its own testing and monitoring services, SWBT still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 Technical Requirements

SWBT will provide synchronization to equipment that is owned by SWBT and is used to provide a network element to CLEC in the same manner that SWBT provides synchronization to itself.

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE - Schedule of Prices, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 8.

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SWBT agrees to furnish unbundled Network Elements to CLEC.

14.0 Additional Provisions

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-UNE, and Appendix Pricing-UNE Schedule of Prices):

14.1 Except as modified below, SWBT agrees to make all unbundled network elements (UNEs) set forth in this Agreement available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement.

14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, sections 6.12 and 6.12.1. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the

requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge as shown in Appendix Schedule of Pricing-UNE. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.

14.3 For service to business customers, beginning March 6, 2003:

14.3.1 If the FCC or the Missouri Public Service Commission determines after this Agreement is executed by the Parties or has determined before this Agreement is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Missouri Public Service Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. A market price set by SWBT pursuant to this paragraph will not be subject to review, approval or disapproval by the Missouri PSC.

14.3.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.

14.3.3 In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, *i.e.*, "new" combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its

expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, SWBT will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, SWBT will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.

14.3.3.1 When a CLEC orders elements for combining at the secured frame or cabinet, SWBT will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements themselves under this agreement (*e.g.*, for a loop and port combination, SWBT will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet). SWBT may not collect a Central Office Access Charge when CLEC combines elements at the frame or cabinet under this section.

14.3.3.2 SWBT and CLEC shall negotiate a mutually agreeable method of wiring for cross-connects at the secured frame or cabinet. During such period of negotiation or until a mutually agreeable method of wiring is established, the CLEC may obtain from SWBT, the combining services for Network Elements at a non-recurring charge to be set by SWBT at $52.25. This charge shall apply in addition to any other applicable recurring and non-recurring charges.

14.3.3.3 A CLEC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 7, Ordering and Provisioning Unbundled Network Elements.

14.3.3.4 SWBT will develop performance measures related to the timeliness and accuracy of its provisioning of elements for combining at the secured frame or external cabinet, during the six-month review process as set out in Attachment 17, Performance Remedy Plan. These measures will be incorporated into the liquidated damages and assessments provisions of Attachment 17.

14.3.4 SWBT may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.

14.4 For service to residential customers, beginning March 6, 2004:

14.4.1 If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, SWBT may set the price of such network element(s) at a market level for the applicable areas. SWBT will provide 60 days notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Missouri Public Service Commission has made such a determination. SWBT will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by SWBT. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, *i.e.*, a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, SWBT shall not increase the total price of the platform by more than twenty (20) percent each year.

14.4.2 If the FCC or a court modifies (after this Agreement is executed by the Parties) the TELRIC methodology applicable to unbundled network elements, SWBT and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Missouri Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Agreement, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices in Appendix Pricing UNE – Schedule of Prices were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in Appendix Pricing UNE -- Schedule of Prices will apply.

14.5 To the extent the Commission by arbitration, authorizes new unbundled network elements, SWBT will provide such elements, consistent with the terms of this Section, to CLEC. If the Commission-approved unbundled network element is operational, CLEC may obtain the unbundled network element through the Commission's 252(i) process or through the expedited special request procedure set out in section 2.22.11. If the Commission-approved unbundled network element is not operational at the time it is approved by the Commission in an arbitration, the availability date shall comply with the availability date established in the implementation schedule in effect under that interconnection agreement, and shall not be less than ten days. If the availability date in the interconnection agreement has passed the new unbundled network element is considered operational. If the FCC has authorized a new unbundled network element that the Commission has not previously ordered in an interconnection agreement, SWBT will provide CLEC with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of CLEC's request after the FCC ruling authorizing access to the new element. If SWBT and CLEC have not agreed on terms and conditions of access to the new element within forty-five days thereafter, either party may take the matter to the Commission for dispute resolution. If the FCC ruling authorizing access to the new element prescribes a different procedure for establishing terms and conditions of access, that procedure will govern.

14.6 Dark fiber as a media for dedicated interoffice transport and for loop feeder in a digital loop carrier environment may be used in connection with residential services, but is more prevalently used in connection with business services. Thus, consistent with its obligations under this Agreement generally and Section 14 specifically, SWBT will provide dark fiber as an unbundled network element subject to the two year provisions of Section 14.3 as opposed to the three year provisions of Section 14.4.

14.7 Enhanced Extended Loop (EEL)

Consistent with Sections 14.3.1, 14.3.2, 14.4.1, and 14.4.2 above:

14.7.1 SWBT will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SWBT will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SWBT central offices) for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

14.7.2 The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 7 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 8 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 7, Section 1.4.

14.7.3 Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast for a given central office, SWBT will construct, at no additional cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the CLEC for SWBT extending loop and transport elements to the secured frame or cabinet. If CLEC submits such a forecast, SWBT will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by SWBT, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections

on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.

If CLEC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, CLEC will pay SWBT the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, *i.e.*, the capacity that would have been used if CLEC had achieved 50% of its forecast and which was not in fact used by other carriers.

SWBT will not disclose the forecasts provided for in this section to any persons other than SWBT employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SWBT of these forecasts for marketing or business strategic purposes, is prohibited.

14.7.3.1 SWBT and CLECs shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (*e.g.*, DS1 loops) to dedicated transport facilities (*e.g.*, DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.

14.7.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the CLEC order (*e.g.*, the elements are in an existing equivalent configuration), SWBT will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SWBT will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.

14.8 For purposes of this Section and, for the time period(s) specified in this Section, SWBT agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network

element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, CLEC agrees that the UNE provisions of this Agreement are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.

EXHIBIT VI
NOTICES TO CLEC
(MISSOURI)

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SWBT agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.[1]

2.2 For purposes of this Attachment, a "subloop" is defined as any portion of the loop from SWBT's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire within.[2] The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's UNE Remand Order. Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

[1] See 47 C.F.R. §51.319 (a) (1)
[2] See 47 C.F.R.§51.319 (a) (2).

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 SWBT is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLECs services or technologies to a level at or below those provided by SWBT.

3.3 SWBT will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SWBT shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SWBT will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.6 Liability

3.6.1 Each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.62 For any technology, CLEC's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or connecting and concurring carriers involved in SWBT services, cause damage to SWBT's plant, impair the privacy of any communications carried over SWBT's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SWBT may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SWBT will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SWBT does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SWBT must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying

Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot

be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.[3] The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 Intentionally Left Blank

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are

[3] Definition from the M2A appendix UNE, Section 4.2.3.

defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

4.2 SWBT shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.

4.3 SWBT will not impose limitations on the transmission speeds of xDSL services. SWBT will not restrict the CLEC's services or technologies to a level at or below those provided by SWBT. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify SWBT as to the type of Power Spectral Density (PSD) mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SWBT. Likewise, SWBT should disclose upon request to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for the inventory purposes. SWBT will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of SWBT's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will

not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 From the approval of this Agreement by the Missouri PSC until October 13, 2000 ("the Trial Period"), a CLEC may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Missouri on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation for 12 months or until national standards have been established, whichever occurs first.

4.5.1 CLEC's deployment of non-standard xDSL technologies during the Trial Period by itself shall not be deemed a successful deployment of the technology under the FCC's Order issued on March 31, 1999 in CC Docket No. 98-147, FCC 99-48.

4.5.2 If a loop technology is deployed without significant degradation for 12 months, or if national standards for the technology are established, whichever occurs first, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

4.6 Following expiration of the Trial Period, SWBT will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, SWBT will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SWBT will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then SWBT will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. SWBT's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Sections 4.5 and 4.6 above for which applicable national standards have not been adopted.

4.8 If SWBT or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SWBT or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SWBT or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.[4]

4.10 SWBT shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

[4] PSC order in Docket TO-2000-322.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: SWBT will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. This includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems. CLEC will be given nondiscriminatory access to the same OSS functions that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate. This includes any operations support systems utilized by SWBT's service representatives and/or SWBT's internal engineers and/or by SWBT's advanced services affiliate to provision its own retail xDSL service.

5.2 Subject to Sections 5.3 and 5.4 below, SWBT must provide actual, real-time loop makeup information to CLEC rather than a prequalification or loop qualification process.

5.3 Loop Pre-Qualification: Until such a real-time system is implemented however, SWBT's pre-qualification system will provide a response to CLEC queries within four hours for those central offices that have been inventoried. If a CLEC chooses to employ SWBT's manual pre-qualification system in a central office that has not been inventoried, the interval for receiving the response should be no longer than 10 business days. Until replaced with actual, real-time loop makeup information as required by the Commission and the UNE Remand Order, SWBT will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services in specific SWBT wire centers in which the CLEC has collocated or has ordered collocation and has advised SWBT of its intent to order xDSL-capable loops. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information described in Section 5.3. If a CLEC elects to have SWBT provide actual loop makeup information through a manual process, then the interval will be 3-5 business days or the interval provided to SWBT's retail ADSL personnel, whichever is less. At the time an electronically interfaced loop makeup system is implemented, the objective interval for obtaining loop make-up information should become a part of the body of OSS performance measures.

5.5 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SWBT also shall provide to the CLEC any other relevant information listed on the individual loop record but not listed above.

Where SWBT has not compiled loop qualification information for itself, SWBT is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If SWBT has manual access to this sort of information for itself, or any affiliate, SWBT will provide access to it to CLEC on a non-discriminatory basis. To the extent SWBT has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 SWBT will provide real time, electronic access to all systems needed for efficient provisioning of advanced services such as xDSL. Implementation schedule of OSS updates and to provide such access is contained in Section 13.0.

6.0 **Provisioning**

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the

parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Section 11.3.

6.5 SWBT shall keep CLEC deployment information confidential from SWBT's retail operations, any SWBT affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 SWBT and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery or repair of a loop to/for CLEC, SWBT's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the SWBT field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the SWBT field technician will not perform a short or open circuit.