

#### 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 27 (Access to Operations Support Systems and Related Functions) and Attachment 28 (Comprehensive Billing), 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 27.

## 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 27, Section 5.14. 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 27, 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 27 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 27 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 27, Section 5.11.

- 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.

**ATTACHMENT 7: ORDERING AND PROVISIONING**  
**UNBUNDLED NETWORK ELEMENTS**

**1.0 General Requirements**

- 1.1 SWBT will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements (“UNEs”), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning - Unbundled Network Elements.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.
- 1.3 CLEC may order, and SWBT will fill orders, for Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SWBT on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.
- 1.4 CLEC may order, and SWBT will fill orders, for combinations of Unbundled Network Elements, as defined in Attachment 6. Combinations of Unbundled Network Elements may be requested by a CLEC from SWBT on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). When an entrance facility is required, both an LSR and an ASR must be submitted for the initial EEL order. However, any subsequent EEL orders involving the same entrance facility may be submitted via an LSR form, without separate submission of an ASR. In accordance with the Change Management Process, SWBT agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.
- 1.5 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from CLEC) to the services SWBT provides to its end users for an equivalent service. When UNEs are ordered in combination, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT’s local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SWBT achieves when providing the equivalent end user services to an end user.
- 1.6 SWBT and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform

industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.

- 1.7 CLEC and SWBT will use two types of orders to establish local service capabilities based upon a UNE architecture:
  - 1.7.1 Common Use unbundled Network Elements are defined as unbundled Network Elements provided by SWBT that are used by CLEC to provide a Telecommunications Service but are not customer specific including, without limitation, Common Transport, Dedicated Transport, tandem switching, signaling and call-related databases, and Operations Support Systems. When CLEC orders an unbundled Local Switch Port, and does not order customized routing, SWBT will provide CLEC access to SWBT's local network elements for the purposes of completing CLEC end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. CLEC will pay the charges for usage of those elements in accordance with Appendix Pricing UNE - Schedule of Prices.
    - 1.7.1.1 When CLEC utilizes UNE switching, SWBT will not delete the associated LIDB database information (except as outlined in Attachment 6, Section 9.4.4.3.1) or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. Under these circumstances, SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.
  - 1.7.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by CLEC to deliver retail local services. CLEC and SWBT will use a mutually agreeable

X.25 or TCP/IP based network to exchange requests. CLEC and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

- 1.8 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from CLEC. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and CLEC and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.
- 1.9 SWBT will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SWBT 9-1-1 database for end-user customers served by CLEC through UNE switch ports. CLEC may request that electronic compare files be provided for all of CLEC's UNE switch port customer accounts in Missouri (sorted by NPA), or by specific NPA. At CLEC's option, SWBT will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SWBT within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SWBT via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

## **2.0 Pre-Order Interface**

- 2.1 SWBT and CLEC agree to work together to implement for UNEs the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Section 1.4.

## **3.0 Ordering and Provisioning Interface**

- 3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will develop manual work around processes until such time as the transactions can be electronically transmitted. If

unbundled Network Elements or Combinations are provided by SWBT to CLEC before electronic interfaces are established between CLEC and SWBT, CLEC will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Center (LSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSC will respond to CLEC calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2. When CLEC elects to process orders manually, it may choose to submit a log listing its order requests. When such a log is submitted, SWBT will return an acknowledgement, verifying which or all of the accompanying orders were received by SWBT on that fax. This return acknowledgement will be submitted within one hour of the time CLEC's log is received. SWBT is developing a process for mechanized fax return of FOC for manually submitted orders.

- 3.2 SWBT will provide an industry standard ordering EDI interface to enable CLEC to perform all of the service order functions listed in Exhibit A to this Attachment (including conversion as specified, new connects, disconnects, change orders, records only order, Outside Moves, T&F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for individual and combinations of elements for the capabilities listed in Exhibit A to this Attachment (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT and CLEC agree to use an industry standard EDI interface for the EDI ordering process. In addition, CLEC and SWBT agree to use a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance). In any event, SWBT will make all unbundled Network Elements provided for in this Agreement available for ordering and purchase by CLEC.
  - 3.2.1 SWBT also will make available to CLEC LEX. At least the following service order types may be processed via LEX: Conversion (as specified); Change (Features, Listings, interLATA and intraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).
  - 3.2.2 SWBT will make access to its Southwestern Order Retrieval and Distribution (SORD) system generally available to CLEC upon request. Due to the unique and varied options available to CLEC through use of SORD, CLEC will advise SWBT of the functionalities to which it desires access, such as those identified in the February 26, 1999 Accessible Letter, CLECSS99-027. Specific terms and conditions for those functionalities will be negotiated and incorporated herein through a separate appendix. There is no charge for access to SORD, other than the OSS access charge contained in Appendix Pricing-UNE Schedule of Prices.
- 3.3 CLEC and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information for unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment,

dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) with the Effective Date of the Agreement. SWBT and CLEC also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EDI for pre-order and EDI for ordering and provisioning will be available with the Effective Date of the Agreement for all pre-order and ordering and provisioning order types and functions as outlined in Exhibit A.

- 3.4 Upon request by CLEC, SWBT and CLEC agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon. SWBT will maintain the portion of this electronic interface implemented for certain transactions pursuant to EDI 9 pre-order requirements, and will implement the requirements of EDI 10 for pre-order pursuant to the Change Management Process.
- 3.5 SWBT will provide a Single Point of Contact (SPOC) for all of CLEC's pre-ordering, ordering, and provisioning contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre-ordering, ordering and provisioning via the LOC 24 hrs/day, 7 days a week.
- 3.5.1 SWBT will provide pre-ordering, ordering and provisioning services to CLEC for unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m.,) pre-ordering, ordering, and/or provisioning services. If CLEC requests that SWBT perform such services, SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SWBT's quote, SWBT will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.
- 3.6 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity



with availability for ordering Resale Services. In any event, SWBT will provide CLEC availability to electronic interfaces for all pre-order, ordering and provisioning processes equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of paragraphs 2.1 above and paragraph 7.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to CLEC a toll free nationwide telephone number to the LSC for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 5:30 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:30 p.m. to 8:00 p.m., Monday through Friday, and from 8:00 a.m. through 8:00 p.m. on Saturday.

- 3.7 SWBT and CLEC will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 3.8 SWBT will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 3.9 SWBT will provide the following to CLEC upon request:
  - 3.9.1 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. In addition, SWBT shall provide information regarding the type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data to the extent such information is not proprietary. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide CLEC an initial electronic copy of this Information. SWBT will provide a complete update of the information to CLEC electronically on a quarterly basis, or as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
  - 3.9.2 Designed Layout Record Card for designed Unbundled Network Elements;
  - 3.9.3 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner

it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to CLEC.

- 3.9.4 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling CLEC to map a customer address to a specific serving switch. SWBT will provide this information to CLEC within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as CLEC may otherwise request. If CLEC requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.
- 3.9.5 A list of current edits maintained in SWBT's LASR system, as well as those slated for inclusion in LASR.
- 3.9.6 A guide to the error codes used by SWBT for orders submitted by CLEC through the gateway that are rejected. The error code guide will be provided electronically, via SWBT's Internet website. New electronic error codes will be introduced through the accessible letter process and in accordance with the Change Management Process.
- 3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.11 SWBT and CLEC will work together to develop methods and procedures between SWBT's LSC and CLEC's corresponding Work Center(s) and between SWBT's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SWBT's billing system. SWBT will clear any such errors prior to the next SWBT billing date applicable to that order.
- 3.12 SWBT and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.13 SWBT and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SWBT customers to a SWBT designated number. CLEC and SWBT will agree on the scripts to be used for this purpose.



#### **4.0 Pre-Ordering and Ordering Interface Requirements**

- 4.1 SWBT will provide to CLEC EDI electronic interfaces for transferring and receiving order, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from CLEC to SWBT, and from SWBT to CLEC. The requirements and implementation of such a data transfer system are subject to future agreement by CLEC and SWBT, but will conform to the terms of Section 3 of this Attachment. SWBT's technical documentation will match the business requirements provided by SWBT to CLEC for development of its EDI interface. SWBT also will participate with CLEC in the established Change Management Process. SWBT agrees to announce and implement EDI releases in accordance with the policies, practices, and scheduling set forth jointly by SWBT and CLECs in the documented Change Management Process, as may be modified from time to time in accordance with the Change Management Process. Any CLEC in the process of negotiating and/or arbitrating an interconnection agreement with SWBT and any CLEC with an interconnection agreement with SWBT may participate in the Change Management Process. SWBT and CLECs will hold regular Change Management Process meetings. Such meetings shall be held monthly, with staff oversight from the Texas Public Utility Commission, at least through December 1999. SWBT will provide CLECs with the timely ability to participate in establishing the agenda for such meetings. Within two weeks of each such meeting, SWBT will file the minutes of the meeting with the Texas Public Utility Commission under Project Nos. 16251 and 20400 (while those projects remain open) and provide them to the Missouri Public Service Commission upon its request. SWBT will submit the minutes of the Change Management Process meetings to CLEC to provide input to the minutes at least five (5) days before SWBT files the minutes with the Texas Public Utility Commission. If SWBT refuses to incorporate CLEC's comments into the minutes, those comments will be filed together with the minutes prepared by SWBT. SWBT will provide complete documentation of the change management process in Texas Project Nos. 16251 and 20400, and a dispute resolution procedure will be developed in those Projects for the change management forum.
- 4.1.1 SWBT will provide flow-through capability in accordance with the requirements of Texas PUC Docket No. 19000 and Project No. 16251, and will develop additional flow-through capability through the Change Management Process in Project No. 20400. At a minimum, SWBT represents that its existing mechanized flow-through capability is accurately reflected in SWBT's Collaborative Process submission in Project No. 16251 dated September 21, 1998 stamped page 954 to SWBT's December 1, 1998 Affidavit of Chris Bourgeacq.
- 4.1.2 SWBT will continue to maintain the editing capabilities of SWBT's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

- 4.2 When ordering unbundled Network Elements or Combinations, CLEC's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the CLEC representatives to perform the following tasks:
- 4.2.1 Obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
  - 4.2.2 Identify features and services to which the SWBT customer subscribes (CLEC agrees that CLEC's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to CLEC);
  - 4.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
  - 4.2.4 Determine if a service call is needed to install the line or service;
  - 4.2.5 Provide service availability dates to the customer;
  - 4.2.6 Provide information regarding the dispatch/installation schedule, if applicable;
  - 4.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll;
  - 4.2.8 Perform address verification.
- 4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

## **5.0 Ordering Requirements**

- 5.1 Upon CLEC's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switch Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in

Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

- 5.2 SWBT will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
- 5.3 When ordering unbundled Local Switching, CLEC may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 5.4 Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with CLEC to remedy such occurrences over time.
- 5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.
- 5.5 SWBT will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 5.6 SWBT will provide CLEC with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service. These intervals are found in Attachment 17.
- 5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching from CLEC's service order.
- 5.8 On a conversion as specified order, SWBT will not require CLEC to provide data that SWBT has not made available to CLEC, or that CLEC does not have reasonable access to otherwise. Except as outlined in Attachment 6, Section 9.4.4.3.1, SWBT will not delete the associated LIDB database information or Directory Listings database information unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SWBT to

service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. SWBT will treat non-submission of the DL Form as instruction to SWBT that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

- 5.9 At such time that CLEC determines to use AIN features, the Parties will jointly determine Ordering and Provisioning procedures for AIN services.

## **6.0 Provisioning Requirements**

- 6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts SWBT regarding a change in CLEC service will be advised to contact CLEC. Any SWBT customer who contacts CLEC regarding a change in SWBT service will be advised to contact SWBT. In those instances when any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 6.2 Upon request from CLEC, SWBT will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SWBT provides such messages for its own end users. CLEC and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 6.3 SWBT will provide CLEC with an FOC for each order (multiple WTNs may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode.
- 6.4 Upon work completion, SWBT will provide CLEC with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide CLEC an 865 EDI transaction based Order Completion. This capability will be available when standards are completed by OBF and TCIF / EDI Committees or as agreed to by the Parties. For orders submitted via EDI or LEX, SWBT's LASR system will process orders on a real time basis, rather than in a batch mode. Upon completion, for orders submitted via EDI or LEX, SOC's will be returned on a real-time basis and in accordance with Attachment 17.

- 6.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by CLEC.
- 6.6 As soon as identified, SWBT will provide CLEC a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any CLEC order. CLEC will provide 997s for the 855 and 865 EDI Transactions originating from SWBT.
- 6.7 When available, SWBT will provide CLEC an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT's implementation of this capability will be in accordance with industry guidelines promulgated by the Ordering and Billing Forum, and with the Change Management Process. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing CLEC access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and CLEC will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. SWBT has implemented and will maintain a mechanized interface between its Southwestern Held Order Tracking System ("SHOTS") interface and its EDI and LEX interface, via LASR to provide CLEC with electronic notification for jeopardy situations related to facility conditions.
- 6.8 Any written "leave behind" materials that SWBT technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being SWBT's. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded "not at home" cards. "CLEC branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SWBT by and at the sole expense of CLEC. SWBT will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SWBT or the technician.
- 6.9 SWBT technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to service at the time of installation. When a SWBT employee visits the premises of an CLEC local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of CLEC.
- 6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under an CLEC order for such service.



- 6.11 When industry standards are established, and SWBT and CLEC mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by CLEC.
- 6.12 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
- 6.12.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.
- 6.13 When CLEC orders Unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).

## **7.0 Order Format and Data Elements**

- 7.1 In ordering and provisioning unbundled Network Elements and Combinations, CLEC and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Where industry standards do not currently exist for the ordering and provisioning of unbundled Network Elements or Combinations, CLEC and SWBT agree to jointly develop a form for ordering Common-Use Unbundled Network Elements not later than one (1) month after the Effective Date of the Agreement or by any other mutually agreed upon date. Common-Use Unbundled Network Elements,

including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with the OBF Access Service Request Process. Customer Specific Unbundled Network Elements, including, without limitation, Local Loop (which includes NID), and unbundled Local Switching, will be ordered consistent with the OBF Local Service Request (LSR) Process.

## **8.0 Performance Requirements**

- 8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event CLEC's requested date is less than the standard interval, CLEC will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SWBT will not complete the order prior to the DD or later than the DD unless authorized by CLEC.
- 8.2 Within two (2) business hours after a request from CLEC for an expedited order, SWBT will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.
- 8.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SWBT will notify CLEC within two (2) business hours of the status of the order requesting the new DD.
- 8.4 CLEC and SWBT will agree to escalation procedures and contacts for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.
- 8.5 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

## **9.0 Intervals for Order Completion for UNE and Other Items**

- 9.1 SWBT will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

**10.0 Operational Readiness Test (ORT) for Ordering/Provisioning**

- 10.1 SWBT will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

**11.0 Pricing**

- 11.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".
- 12.0 SWBT will issue a credit to CLEC where such credit is due, whether on any bill on which double billing may occur or otherwise. When SWBT determines that such credit is due, SWBT will issue this credit within thirty (30) days.

**PRE-ORDER AND ORDERING  
AND PROVISIONING - UNE**

<b>Function</b>	<b>Loop</b>	<b>INP</b>	<b>Loop w/ INP</b>	<b>Switch Port</b>	<b>Loop w/ Port + OS/DA</b>	<b>Loop w/ Port - OS/DA</b>	<b>Dedicated Transport</b>	<b>DSR</b>
<b>PRE-ORDER</b>								
Address Verification	X	X	X	X	X	X	X	X
Service/Feature Availability	X	X	X	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X	X	X	X
Dispatch Schedule	X	X	X	X	X	X	X	X
Due Date	X	X	X	X	X	X	X	X
Customer Service Record	X	X	X	X	X	X	X	X
<b>ORDERING &amp; PROVISIONING</b>								
Conversion as Specified	X <sup>1,6,7,8</sup>	X <sup>2</sup>	X <sup>1,6,7,8</sup>	X <sup>1,4</sup>	X <sup>1,4,6,8</sup>	X <sup>1,4,6,7</sup>	X <sup>9</sup>	X
Add/Disc Class Features				X	X	X		
Add/Disc Blocking (e.g., 1+, 0+, 011, 900)				X	X	X		
PIC and PIC Freeze				X	X	X		
Add/Disc Lines	X	X <sup>3</sup>	X <sup>3</sup>	X <sup>5</sup>	X	X		X <sup>11</sup>
Directory Listing - White – Straight Line	X	X	X	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X	X	X	X		X
Partial Migration (Line/WTN vs. Account Level)	X	X	X	X	X	X		X <sup>11</sup>

<b>Function</b>	<b>Loop</b>	<b>INP</b>	<b>Loop w/ INP</b>	<b>Switch Port</b>	<b>Loop w/ Port + OS/DA</b>	<b>Loop w/ Port - OS/DA</b>	<b>Dedicated Transport</b>	<b>DSR</b>
Type of Port (e.g. POTS, ISDN)				<b>X</b>	<b>X</b>	<b>X</b>		
Line Conditioning	<b>X</b>		<b>X</b>		<b>X</b>	<b>X</b>		
With / Without Diversity	<b>X</b>		<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	
With / Without Clear Channel Capability	<b>X<sup>10</sup></b>		<b>X<sup>10</sup></b>		<b>X<sup>10</sup></b>	<b>X<sup>10</sup></b>	<b>X</b>	
New Connects	<b>X</b>	<b>X<sup>3</sup></b>	<b>X<sup>3</sup></b>	<b>X<sup>5</sup></b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Single Line	<b>X</b>		<b>X<sup>3</sup></b>		<b>X</b>	<b>X</b>		
Multi-Line (Less Than 30 Lines)	<b>X</b>		<b>X<sup>3</sup></b>		<b>X</b>	<b>X</b>		
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	<b>X</b>		<b>X<sup>3</sup></b>		<b>X</b>	<b>X</b>		
Disconnects	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Change Orders	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Add/Disc Class Features				<b>X</b>	<b>X</b>	<b>X</b>		
Simple Number Change		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		
Add/Disc Blocking				<b>X</b>	<b>X</b>	<b>X</b>		
PIC and Local PIC Change				<b>X</b>	<b>X</b>	<b>X</b>		
Add/Disc Lines	<b>X</b>	<b>X<sup>3</sup></b>	<b>X<sup>3</sup></b>	<b>X<sup>5</sup></b>	<b>X</b>	<b>X</b>		<b>X<sup>11</sup></b>

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Directory Listing - White – Straight Line	X	X	X	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X	X	X	X		X
Suspend/Restore Non-Payment				X	X	X		
Suspend/Restore Vacation Svc.				X	X	X		
Type of Port (e.g. POTS, ISDN)				X	X	X		
Line Conditioning	X		X		X	X		
With / Without Diversity	X		X		X	X	X	
With / Without Clear Channel Capability	X <sup>10</sup>		X <sup>10</sup>		X <sup>10</sup>	X <sup>10</sup>	X	
Records Only Order	X	X	X	X	X	X	X	X
T&F Order					X	X		
Outside Move	X		X		X	X	X	
Inside Move	X		X		X	X		
<b>POST SERVICE ORDER EDI TRANSACTIONS</b>								
Supplemental Orders	X	X	X	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X	X	X	X	X

Function	Loop	INP	Loop w/ INP	Switch Port	Loop w/ Port + OS/DA	Loop w/ Port - OS/DA	Dedicated Transport	DSR
Jeopardies	X	X	X	X	X	X	X	X
Rejects	X	X	X	X	X	X	X	X
Order Completion	X	X	X	X	X	X	X	X

**Footnotes:**

- Existing SWBT customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE (Platform, port or loop) customer.
- Existing SWBT number or existing CLEC INP number.
- “Numbers” should be substituted for “lines”
- Existing CLEC Unbundled Loop customer
- “Ports” should be substituted for “lines”
- Existing CLEC Unbundled Switch Port customer
- Existing CLEC UNE Loop w/Port +OS/DA customer
- Existing CLEC UNE Loop w/Port -OS/DA customer
- Existing CLEC leased facility
- Only applies to DS-1 loops
- "Directory Listings" should be substituted for "lines"

**APPENDIX LOCATION ROUTING NUMBER –  
PERMANENT NUMBER PORTABILITY**

**1.0 Provision of Local Number Portability**

1.1 SWBT and CLEC shall provide, number portability in accordance with requirements of the Act.

2.1 Location Routing Number - Permanent Number Portability (LRN-PNP)

2.1.1 SWBT and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines specified in Section 2.2 of this Attachment. SWBT and CLEC shall also work to implement the guidelines of the Op WestRegion Steering Committee and Network Operations Team agreed to in writing by SWBT and CLEC.

2.1.2 SWBT and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

**2.2 Requirements for LRN-PNP**

2.2.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following publications and FCC Orders:

2.2.1.1 Generic Switching and Signaling Requirements for Number Portability, Issue 1.05, August 1, 1997 [Editor - Lucent Technologies, Inc.];

2.2.1.2 Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, Final Draft, January 6, 1997 [Editor - Ameritech Inc.];

2.2.1.3 Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, June 20, 1996 [Editor - Nortel];

2.2.1.4 FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

2.2.1.5 FCC First Memorandum Opinion And Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

2.2.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

2.2.1.7 North American Number Council Report from the LNP Administration Selection Working Group, April 25, 1997.



## 2.2.2 LRN-PNP employs an “N-1” Query Methodology.

- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 2.2.2.2 For a local call to a ported number, the originating carrier is the “N-1” carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SWBT may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SWBT’s queries shall not adversely affect the quality of service to CLEC’s customers or end-users as compared to the service SWBT provides its own customers and end-users.
- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

## 2.3 SMS Administration

SWBT and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

## 2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations. SWBT and CLEC will agree on all of the details of the interface, format and processing of LSRs no later than 180 days prior to the first implementation of PNP in the state shown on the face of this agreement or the date on which the transition window is considered to be opened pursuant to Section 3.2.2 of this Attachment, whichever date is earlier. If the Parties have not agreed on all of the details of the interface, format and processing of LSRs to both Parties' satisfaction within such time period, either Party may submit any disputed issues to the Alternative Dispute Resolution process set forth in Attachment 1 of this Agreement.
- 2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

## 3.0 Requirements for PNP

### 3.1 Cut-Over Process

- 3.1.1 SWBT and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SWBT and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.
- 3.1.2 SWBT and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SWBT and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for

coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

- 3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

3.2 Transition from INP to LRN-PNP

- 3.2.1 Transition from INP to LRN-PNP will be initiated for all ported telephone numbers by an LSR from the recipient (ported-to) service provider to the donor (ported-from) service provider. A single LSR shall be used to both disconnect INP and to effect LRN-PNP for any one customer.

- 3.2.2 The Party to which a number is being ported via LRN-PNP shall issue an LSR within 90 days following the opening of the transition window to complete transition. The transition window is considered to be opened when all of the following have been completed:

- 3.2.2.1 the LRN-PNP capabilities in the end office from which the number has been ported from are active;
- 3.2.2.2 the ported number NPA-NXX is open to portability in the NPAC SMS; and
- 3.2.2.3 the LRN-PNP electronic or manual LSR interface between CLEC and SWBT is agreed upon by the Parties and operational; and
- 3.2.2.4 LRN-PNP testing is complete.

- 3.2.3 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. However, when the unconditional PNP (10-digit) trigger is not set (e.g., coordinated cuts), the Party from which the number is being ported will remove the

ported number or INP translations per the porting Party's initially requested FDT unless the porting Party notifies the other Party of a database problem or request to change the FDT. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes.

3.2.4 SWBT shall discontinue charges, if any, for INP as of the day on which the NPAC SMS download of the ported number was sent by the NPAC.

3.2.5 After a ported number transitions from INP to LRN-PNP, interexchange (toll) calls to a number ported to CLEC will be routed to CLEC as described in Attachment 11, Appendix ITR.

### 3.3 Testing

3.3.1 If INP testing is in progress in an end office that has converted from INP to LRN-PNP, both SWBT and CLEC shall complete INP testing if either Party requests that such testing be complete.

3.3.2 When transition from INP to LRN-PNP in an end office occurs, the Party from whom a number has been ported shall launch test calls to ensure correct LRN-PNP routing at the request of the other Party.

### 3.4 Excluded Numbers

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

### 3.5 Mass Calling

3.5.1 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

### 3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

- 3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SWBT shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.]

3.7 Porting of DID Block Numbers

- 3.7.1 SWBT and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.
- 3.7.2 SWBT and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SWBT should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

- 4.1 Prices associated with queries will be as shown in SWBT's FCC No. 73 Access Services Tariff, Section 34.

**AMENDMENT**  
**TO INTERCONNECTION AGREEMENT - MISSOURI**

**By and Between**

**SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SOUTHWESTERN BELL  
TELEPHONE COMPANY**

**And**

**CD TELECOMMUNICATIONS, LLC**

The Interconnection Agreement - Missouri ("the Agreement") by and between Southwestern Bell Telephone Company<sup>1</sup> ("SWBT") and CD Telecommunications, LLC ("CLEC" or "Requesting Carrier") is hereby amended by this Amendment ("5-STATE SWBT Amendment") as follows:

- (1) The rate for "Provision of Message Detail per Record" shall be \$.0015 per record on an interim basis as set forth herein ("Interim Record Rate") for only the SWBT States of Arkansas, Kansas, Oklahoma, and Texas ("Interim Rate States"). As used herein, "Provision of Message Detail Per Record" includes any successor rate element.
- (2) The Interim Record Rate shall be applied under this Agreement in an Interim Rate State until the earliest of (i) the date on which this Agreement expires, is terminated, or is otherwise no longer applicable to the Parties (including without limitation by the effectiveness of a successor agreement under 47 U.S.C. § 252(i)); (ii) the date set in an amendment subsequent to the execution of this 5-STATE SWBT Amendment having a rate that the Parties have agreed to for the "Provision of Message Detail Per Record"; or (iii) ten (10) days after the effective date of an order dated subsequent to October 1, 2001, issued by that State's Commission establishing a non-interim rate for the "Provision of Message Detail Per Record" provided, however, that such rate is established pursuant to the pricing standards set forth in Section 252 (d) of the Telecommunications Act, and subsequent to the State Commission's review of SWBT's cost study that supports such rate.
- (3) In the event that paragraph (2)(iii) applies in an Interim Rate State, such Commission-established rate shall replace the Interim Record Rate in that State

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company ( a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

after the 10 days, without any notice or further amendment of the Agreement or other agreement by the Parties, with each Party fully reserving its rights with respect to any such State Commission order, including without limitation any and all rights to seek reconsideration and/or judicial review of such order. In the event that such Commission-established rate is changed or otherwise modified as a result of any such reconsideration and/or judicial review, then the Parties shall true-up the charges for the "Provision of Message Detail Per Record" based upon the subsequent final and non-appealable rate set by the State Commission, back to the date that the Interim Record Rate no longer applied pursuant to (2)(iii).

- (4) With respect to the Agreement between the Parties for the State of Missouri, effective ten (10) days after the effective date of an order issued by the Missouri Public Service Commission establishing a rate for the "Provision of Message Detail Per Record," (provided, however, that such rate is established pursuant to the pricing standards set forth in Section 252 (d) of the Telecommunications Act, and subsequent to the Missouri Public Service Commission's review of SWBT's cost study that supports such rate), the "Provision of Message Detail Per Record" rate element and such Missouri Public Service Commission-established rate shall begin to apply with respect to Missouri, without any notice or further amendment of the Agreement or other agreement by the Parties, with each Party fully reserving its rights with respect to any such Missouri Commission order, including without limitation any and all rights to seek reconsideration and/or judicial review of such order. In the event that such Missouri Commission-established rate is changed or otherwise modified as a result of any reconsideration and/or judicial review, then the Parties shall true-up the charges for the "Provision of Message Detail Per Record" based upon the subsequent final and non-appealable rate set by the Missouri Public Service Commission, back to the date that the Missouri Commission rate initially established began to apply under this paragraph (4).
- (5) This 5-STATE SWBT Amendment shall be filed and become effective in each SWBT State in which CLEC (or any of its affiliates, and then this 5-STATE SWBT Amendment shall also be with such affiliates) and SWBT have an existing Agreement. Further, the Parties agree that this 5-STATE SWBT Amendment shall be filed and become effective in the future in each remaining SWBT State in which CLEC (or any of its affiliates) and SWBT may subsequently enter an interconnection agreement, if entered into prior to the tenth (10<sup>th</sup>) day after the effective date of an order dated subsequent to October 1, 2001, issued by that State's Commission establishing a non-interim rate for the "Provision of Message Detail Per Record." In such event, the 5-STATE SWBT Amendment shall be effective as of the effective date of such a future interconnection agreement.
- (6) Legitimately Related: The Parties acknowledge and agree that each rate, term and condition ("Provision") in this 5-STATE SWBT Amendment is consideration for, a condition of and legitimately related to every other Provision in or referred to in this 5-STATE SWBT Amendment. The Parties further acknowledge and agree

that the Provisions set forth in this 5-STATE SWBT Amendment are non-severable.

- (7) This 5-STATE SWBT Amendment shall not modify or extend the Effective Date or Term of any Agreement. The obligation to perform a true-up hereunder, if any, shall survive the expiration or termination of any such Agreement, including this 5-STATE SWBT Amendment.
- (8) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated October 4, 2000). This 5-STATE SWBT Amendment to such Agreement incorporates certain rate(s) for the "Provision of Message Detail Per Record." Therefore, the Parties acknowledge and agree that (i) all aspects of this Agreement (except for the terms of this Amendment) were made available to CLEC only as a result of CLEC's right to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227; and (ii) that the terms of this Amendment contain rate(s) for the "Provision of Message Detail Per Record;" and (iii) therefore, no aspects of this Agreement 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) ("Paragraph 43").
- (9) EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS, AND CONDITIONS OF EACH AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (10) This 5-STATE SWBT Amendment shall be effective in each SWBT State ten (10) days after approval by the State Commission for that State, with the Interim Record Rate beginning to apply in an Interim Rate State the day after the 5-STATE SWBT Amendment is filed for such approval in such State. In the event that this 5-STATE SWBT Amendment is not approved in its entirety or is otherwise modified by the State Commission in the approval process in a SWBT State, unless the Parties mutually agree otherwise within ten (10) days after such non-approval, this Amendment shall be a nullity in that State and have no effect whatsoever in that State, including that the Interim Record Rate, if any, shall no longer apply in that State, and the rate applicable prior to this 5-STATE SWBT Amendment shall again apply, and shall be retroactively applied as if the Interim Record Rate had not been introduced or otherwise used. The Parties agree and acknowledge that this 5-STATE SWBT Amendment shall have prospective effect only, and in no event shall this 5-STATE SWBT Amendment or any of its provisions apply prior to such effectiveness.



**IN WITNESS WHEREOF**, each Party, intending to be legally bound hereby, has caused its authorized representative to execute this 5-STATE SWBT Amendment in triplicate, with each being an original.

**CD Telecommunications, LLC**

**Southwestern Bell Telephone, L.P., d/b/a  
Southwestern Bell Telephone Company  
By SBC Telecommunications, Inc.,  
Its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President – Industry Markets

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 8: MAINTENANCE -  
UNBUNDLED NETWORK ELEMENTS**

**1.0 General Requirements**

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

**2.0 Maintenance Requirements**

- 2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

**3.0 Electronic Bonding**

- 3.1 SWBT and CLEC agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.
- 3.1.1 CLEC at its option may elect not to participate in ECIC.
- 3.2 Upon request, CLEC and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service – Version 2, Draft 1, dated September 12, 1996, or as subsequently modified and provided to SWBT January 15, 1997. If CLEC fails to begin testing within three (3) months after the Effective Date of the agreement to enter into Electronic Bonding, SWBT will require CLEC to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:
- a) the ability to enter a new trouble ticket electronically;
  - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;

- c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
  - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;
- 3.3 SWBT and CLEC agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide CLEC the following capabilities, including, but not limited to:
- a) performing feature and line option verification and request corrections;
  - b) performing network surveillance (e.g., performance monitoring);
  - c) initiating and receiving test results;
  - d) receiving immediate notification of missed appointments;
  - e) identifying existing cable failures (by cable and pair numbering).
- 3.4 SWBT agrees to notify CLEC of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with CLEC to allow CLEC to use such systems through a controlled interface.
- 3.5 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by CLEC and SWBT.
- 3.6 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.
- 3.7 CLEC and SWBT will exchange requests over a mutually agreeable network. CLEC and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.
- 3.8 SWBT and CLEC will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

**4.0 Repair Service Response**

- 4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SWBT customers. CLEC and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

**5.0 Intercompany Communications**

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

**6.0 Emergency Restoration Plan**

- 6.1 SWBT will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:
- 6.2 The establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;
- 6.3 Disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.4 The SWBT NMSC will notify CLEC's NMC of all activities involving central office and interoffice networks;
- 6.5 The SWBT LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SWBT LOC becomes aware of them. SWBT must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to CLEC, SWBT must work with CLEC to schedule maintenance activity. SWBT must make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.

- 6.6 Methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.7 Methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- 6.8 Site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSC Plan dated June 4, 1996, and as subsequently modified;
- 6.9 Site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and
- 6.10 Generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

## **7.0 Misdirected Repair Calls**

- 7.1 All misdirected repair calls to SWBT from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SWBT will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

**8.0 Repair Procedures**

- 8.1 SWBT agrees to the following:
- 8.2 Prior to Electronic Bonding Interface (EBI), CLEC will refer repair calls to the SWBT LOC by telephone or via the SWBT Toolbar. After implementation of EBI, CLEC may from time to time call the SWBT LOC. In either event, the following will apply: the SWBT LOC will answer its telephone and begin taking information from CLEC at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau (CSB). The Speed of Answer performance will be provided monthly.
- 8.3 SWBT will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.
- 8.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 8.5 The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & CLEC Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994 or as subsequently modified or as otherwise agreed upon.
- 8.6 While in manual mode operation, SWBT will provide CLEC "estimated time to restore." The SWBT LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SWBT for a maximum of four months after CLEC's market entry date in SWBT states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

- 8.8 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

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

- 8.9 The above performance measurements will be measured and reported to CLEC in a manner consistent with the requirements of Attachment 17.
- 8.10 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

## 9.0 **Escalation Procedures**

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

**10.0 Premises Visit Procedures**

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

**11.0 Testing**

- 11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SWBT will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.
- 11.2 SWBT and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and CLEC under which they will work together.



### 11.3 MLT Testing

SWBT agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SWBT has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SWBT, as follows:

11.3.1 MLT testing functionality is available through SWBT's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SWBT combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SWBT.

11.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SWBT.

### 12.0 **Pricing**

12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.

**ATTACHMENT 15: E911****TERMS AND CONDITIONS FOR PROVIDING CONNECTION  
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: E911 sets forth the terms and conditions under which SWBT will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

**1.0 Definitions**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency, police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Centralized Automatic Message Accounting (CAMA) Trunk** - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.
- 1.5 **Automatic Number Identification (ANI)** - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

- 1.6 **Automatic Location Identification (ALI)** - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 **Selective Routing (SR)** - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.

## **2.0 Responsibilities**

- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
  - 2.1.1 When requested by CLEC, transporting the E911 calls from the interconnection point with CLEC facilities connecting CLEC's switches to the Control Offices of the E911 System. The CLEC switches will be listed in the form attached hereto as Addendum I as the CLEC switches are deployed.
  - 2.1.2 Switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
  - 2.1.3 Storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. (CLEC is responsible for downloading and updating this information);
  - 2.1.4 Transmission of the ANI and ALI information associated with CLEC's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

- 2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document “Operating Methods for Downloading and Maintaining End User Records in SWBT’s DBMS” (dated November 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT’s DBMS, so that CLEC may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC’s end user records in SWBT’s DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.

### **3.0 Methods and Practices**

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT’s tariffs, and the rules and regulations of the FCC and the Public Service Commission of Missouri that apply to the provision of E911 Service.

### **4.0 Contingency**

- 4.1 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and CLEC. The terms and conditions of this Attachment represent a negotiated plan for providing E911

service, for which CLEC must obtain documentation of the E911 customer's approval. CLEC will provide such documentation to SWBT prior to use of CLEC's E911 connection for actual emergency calls.

- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Account Manager  
4 SBC Plaza, 7<sup>th</sup> Flr  
311 S. Akard St.  
Dallas, TX 75202-5398

CLEC representative:

President  
607 State Highway 165, Suite 5  
Branson, MO 65616  
Phone: 417-239-1399, ext. 110  
Fax: 417-336-0829

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.
- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Attachment.

## **5.0 Basis of Compensation**

- 5.1 Compensation to SWBT for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year

of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

5.3 Charges will begin on the date connection to E911 service commences.

**6.0 Monthly Billing**

6.1 SWBT will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

**7.0 Indemnification**

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

**Addendum I to Attachment 15: E911**

<b>LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS</b>				
<b>LSP NAME &amp; CONTACTS</b>	<b>LSP "OCN"</b>	<b>LSP Switch</b>	<b>Switch Type</b>	<b>LSP NPA/NXX(s) included</b>
E911 Coordinator				
	LSP Telco ID		CLLI Code	
			"Connect Signal" Digits <sup>(4)</sup>	
911 Database Manager	LSP Service Area Definition		1-1	
Switch Site Contact			ETST Code	# 911 Trunks Requested
			"Default" PSAP	Requested Service Date
<b>SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE</b>				
E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE <sup>(see legend below)</sup>
E911 Features Required:				
# of 911 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1)	MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.			
(2)	n/a			
(3)	Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.			
(4)	Refer to network interface specifications in Exhibit III.			
<b>"TYPE OF AGENCY" LEGEND:</b>				
HRC	= Home Rule City			
ECD	= Emergency Communications District			
COG	= Council of Governments or Regional Planning Commission			
GLC	= General Law City			
Cnty	= County with special provisions			
				Date Prepared

## ADDENDUM II BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects.

<u>Trunk Charge Channel (Each)</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
	\$85.00 per trunk	\$170.00 per trunk



**ATTACHMENT 28: COMPREHENSIVE BILLING ATTACHMENT-MO**

**1.0 Introduction**

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

**2.0 Billing Information and Charges**

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

- 2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below, and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 SWBT may send bills to CLEC containing amounts found to be unbilled or underbilled (“Backbill(s)”), as follows:
- 2.3.1 Except as provided in section 2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by CLEC under this Agreement, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which CLEC used such service; or
- 2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, SWBT may submit a Backbill to CLEC for charges incurred by CLEC up to 120 days prior to the Backbill date; or
- 2.3.3 Where SWBT is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SWBT may submit to CLEC, up to 120 days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a “Governmental Requirement Date”), a Backbill for charges incurred by CLEC as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 SWBT will exert commercially reasonable efforts not to send Backbills for CRIS-billed charges, and will use its best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, CLEC will not be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.

- 2.3.5 SWBT may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by CLEC where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of CLEC, and CLEC shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by CLEC and in part by SWBT, the Parties may agree upon other time periods for Backbilling.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are “official” only when the established billing for a service is not in a mechanized format.
- 2.5 For CABS-billed services, SWBT will assign to CLEC a separate Billing Account Number (BAN) per each type of service (e.g., connectivity) per LATA.
- 2.6 For Resale services, SWBT will assign to CLEC a separate BAN per Regional Accounting Office (RAO) for consumer or residential and a separate BAN per RAO for business.

### **3.0 Issuance of Bills**

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 3.2 All bills in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Attachment.
- 3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

#### **4.0 Electronic Transmissions**

- 4.1 At CLEC's request, SWBT will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SWBT must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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

Production Dataset

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

Test Dataset

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

**5.0 Tape Or Paper Transmissions**

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

xx-xx-02

	<b>TO CLEC</b>	<b>TO SWBT</b>
<b>Tape Transmissions via U.S. Mail:</b>	CD Telecommunications, LLC ATTN: Rich Rabah President 607 State Highway 165, Suite 5 Branson, MO 65616	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
<b>Tape Transmissions via Overnight Delivery:</b>	CD Telecommunications, LLC ATTN: Rich Rabah President 607 State Highway 165, Suite 5 Branson, MO 65616	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
<b>Paper Transmissions via U.S. Mail:</b>	CD Telecommunications, LLC ATTN: Rich Rabah President 607 State Highway 165, Suite 5 Branson, MO 65616	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St. Louis, MO 63101
<b>Paper Transmissions via Overnight Delivery:</b>	CD Telecommunications, LLC ATTN: Rich Rabah President 607 State Highway 165, Suite 5 Branson, MO 65616	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St Louis, MO 63101

- 5.2 Each Party will adhere to tape packaging practices that will prevent data damage.
- 5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

- 5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

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

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

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

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

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



## 6.0 **Testing Requirements**

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

Test Tapes:	CD Telecommunications, LLC ATTN: Rich Rabah President 607 State Highway 165, Suite 5 Branson, MO 65616
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**7.0 Additional Requirements**

- 7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
  - (b) The Bill Date will not contain spaces or non-numeric values.
  - (c) Each bill must contain at least one detail record.
  - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
  - (e) The invoice number must not have embedded spaces or low values.

**8.0 Bill Accuracy Certification**

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

**9.0 Meetpoint Billing – Facilities Based**

- 9.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 9.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

xx-xx-02

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

- 9.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Attachment 24 (“Recording”), applicable to SWBT shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party’s liability for the lost, damaged or destroyed billing data. The foregoing shall not limit SWBT’s obligations, if any, under the Attachment pertaining to performance measures/remedies.
- 9.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

**10.0 Mutual Compensation**

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

- 10.5 When CLEC is a local switch network element customer of SWBT, provision of records by SWBT for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.

**11.0 Payment of Charges**

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to billing disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

**12.0 Examination of Records**

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

**13.0 Customer Usage Data - Introduction**

- 13.1 This Section Customer Usage Data sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements or Resale services from SWBT.

**14.0 General Requirements for Customer Usage Data**

- 14.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers

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

**15.0 Customer Usage Data Specifications**

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

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SWBT-provided CENTREX and PLEXAR families of services for Resale services.

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

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

**16.0 Customer Usage Data Format**

- 16.1 SWBT will provide Usage Data in the OBF Exchange Message Interface (EMI) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties
- 16.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

- 16.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.
- 16.4 For Resale services, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills. For Network Elements only, SWBT will daily provide CLEC with daily recordings which will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide dated April 12, 2000, or as otherwise agreed to by the Parties.
- 16.4.1 For the transmissions of such records, CLEC will pay to SWBT a per record charge at the rate for "Provision of Message Detail Per Record" reflected in the Appendix Pricing UNE Schedule of Prices.

**17.0 Usage Data Reporting Requirements**

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



**18.0 Local Account Maintenance –Network Elements**

- 18.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing Network Elements to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of three tenths for SWBT's transmission of the change notification at the rate for "Provision of Message Detail Per Record" established in the Appendix Pricing UNE Schedule of Prices.
- 18.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or Network Elements of SWBT that CLEC employs in providing service.
- 18.3 These procedures are in addition to Service Order Procedures set forth in Attachment 27: OSS. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

**19.0 Alternatively Billed Calls-Resale Services and Network Elements**

- 19.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line or Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

- 19.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge at the rate for "Provision of Message Detail Per Record" established in the Appendix Pricing UNE Schedule of Prices. In addition, for Resale services, CLEC will compensate SWBT for the receipt of the IntraLATA toll message.
- 19.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee of \$.05 per billed message for billing the Incollects. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge at the rate for "Provision of Message Detail Per Record" reflected in the Appendix Pricing UNE Schedule of Prices.

## **20.0 Record Exchange Reservation of Rights**

Nothing in this Attachment shall be interpreted to waive either Party's rights, remedies or arguments challenging or promoting the use of "type 92" or "category 92" records or to prejudice either Party from raising such rights, remedies or arguments in any proceeding challenging or promoting "type 92" or "category 92" records or their use and seeking to have the same preserved, modified, eliminated or replaced. Provided, nothing herein shall serve to expand or improve either Party's position in such a proceeding to the extent the Party's position has not been advanced or is otherwise prejudiced or barred. Should any such proceeding result in a final, nonappealable order requiring modification of the terms and conditions of this Attachment relative to "type 92" or "category 92" records or their use and such order not be stayed, the Parties shall negotiate terms and conditions to amend this Attachment accordingly, and shall negotiate an orderly transition plan to effectuate any necessary changes.

**ATTACHMENT 9: BILLING - OTHER****1.0 Introduction**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

**2.0 Billing Information and Charges for UNE**

- 2.1 SWBT will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from SWBT Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 SWBT will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 SWBT will assign to CLEC one Billing Account Number (BAN) per LATA.

### **3.0 Issuance of UNE Bills**

- 3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bleacher, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

### **4.0 Electronic Transmissions**

- 4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link.

Otherwise, a new link for data transmission must be established. SWBT must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. CLEC will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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

#### Production Dataset

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

#### Test Dataset

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

### 5.0 Tape Or Paper Transmissions

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SWBT).

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

## **6.0 Testing Requirements**

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

## **7.0 Additional Requirements**

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

## **8.0 Bill Accuracy Certification**

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

Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

## **9.0 Payment of Charges**

- 9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SWBT's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. SWBT desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SWBT with one address to which such payments will be rendered and SWBT will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SWBT which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SWBT's bank account specified in this subsection and CLEC will provide SWBT with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

## **10.0 Examination of Records**

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC or its authorized representatives may examine SWBT's documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

## **11.0 Meet Point Billing**

- 11.1 CLEC and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions

- within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 11.2 CLEC and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.
- 11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 11.4 SWBT and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.5 This Section Intentionally Left Blank.
- 11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.
- 11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost.
- 11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.
- 11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.



**12.0 Mutual Compensation**

- 12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.
- 12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.
- 12.3 The Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

**13.0 Pricing**

- 13.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.

**ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**

**1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by SWBT.
- 1.3 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.
- 1.4 Each Party will comply at all times with the other Party's security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
- 1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
- 1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to SWBT's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

- 1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures
- 1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after SWBT has become aware of such actual or attempted security breach.
- 1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

## **2.0 Data and System Protection**

- 2.1 With respect to access to the network or gateway or stand alone systems (i.e. E911 MSAG, ALI) of SWBT, CLEC will comply with SWBT's corporate security instructions for computer and network security.
- 2.2 With respect to access to the network or gateway or stand alone system of CLEC, SWBT will comply with CLEC's corporate security instructions for computer and network security.

## **3.0 Revenue Protection**

- 3.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone reorigination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.
- 3.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself. SWBT shall additionally provide direct electronic transmission of requests for

Alternatively Billed Services for CLEC customers in the same manner it does so for itself.

- 3.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

#### **4.0 Law Enforcement Interface**

- 4.1 SWBT will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on SWBT facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and SWBT. SWBT shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
  - 4.1.1 As used in this Attachment, the term ALS Type II shall mean customers connected to the CLEC network through SBC-SWBT-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-SWBT- Central Office by an SBC-SWBT-owned cable using customer's premise equipment connected to that cable. At the SBC-SWBT Central Office utilizing a collocation arrangement, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.
- 4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on SWBT facilities, SWBT shall advise the requesting law enforcement agency to name both CLEC and SWBT in the court order and serve both carriers. Unless otherwise prohibited by the terms of an applicable court order, SWBT shall notify CLEC directly of the law enforcement agency request within one (1) business day of receiving the request. SWBT shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.
- 4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	<b>Network Interface Device</b>			
1	Disconnect Loop from inside wiring, per NID	None	\$ 23.00	\$ 14.32
	<b>Unbundled Loops</b>			
1	2W Analog Zone 1	\$ 12.71	\$ 19.55	\$ 8.32
1A	2W Analog Zone 2	\$ 18.64	\$ 19.55	\$ 8.32
1A	2W Analog Zone 3	\$ 19.74	\$ 19.55	\$ 8.32
1A	2W Analog Zone 4	\$ 16.41	\$ 19.55	\$ 8.32
1	Conditioning for dB Loss	\$ 6.63	\$ 17.54	\$ 8.58
1A	4W Analog Zone 1	\$ 17.81	\$ 21.58	\$ 8.32
1A	4W Analog Zone 2	\$ 31.82	\$ 21.58	\$ 8.32
1A	4W Analog Zone 3	\$ 55.04	\$ 21.58	\$ 8.32
1A	4W Analog Zone 4	\$ 27.07	\$ 21.58	\$ 8.32
1	2W Digital Zone 1	\$ 25.79	\$ 43.33	\$ 22.67
1A	2W Digital Zone 2	\$ 37.89	\$ 43.33	\$ 22.67
1A	2W Digital Zone 3	\$ 52.60	\$ 43.33	\$ 22.67
1A	2W Digital Zone 4	\$ 37.30	\$ 43.33	\$ 22.67
1A	4W Digital Zone 1	\$ 91.06	\$ 102.47	\$ 40.46
1A	4W Digital Zone 2	\$ 95.45	\$ 102.47	\$ 40.46
1A	4W Digital Zone 3	\$ 97.10	\$ 102.47	\$ 40.46
1A	4W Digital Zone 4	\$ 91.25	\$ 102.47	\$ 40.46
	<b>Loop Cross Connects (with testing unless otherwise noted)</b>			
1	Analog Loop to Collo 2W	\$ 1.89	\$ 26.87	\$ 22.08
1	Analog Loop to Collo 2W w/o testing	\$ 0.31	\$ 14.97	\$ 9.52
1	Analog Loop to Collo 4W	\$ 3.77	\$ 31.22	\$ 29.56
1	Analog Loop to Collo 4W w/o testing	\$ 0.63	\$ 25.38	\$ 17.73
1	Digital Loop to Collo 2W	\$ 1.89	\$ 26.87	\$ 22.08
1	Digital Loop to Collo 2W w/o testing	\$ 0.31	\$ 14.97	\$ 9.52
1	Digital Loop to Collo 4W	\$ 9.00	\$ 45.03	\$ 34.16
1	Digital Loop to Collo 4W w/o testing	none	\$ 29.04	\$ 28.57
3	Analog Loop to DCS 2W	\$ 0.27	\$ 20.65	\$ 16.50
3	Analog Loop to DCS 4W	\$ 0.54	\$ 20.65	\$ 16.50
3	Digital Loop to DCS 2W	\$ 2.64	\$ 20.65	\$ 16.50
3	Digital Loop to DCS 4W	\$ 8.29	\$ 28.95	\$ 26.47
3	DS3 Loop Crossconnect	\$ 225.59	\$ -	\$ -
3	Analog Loop to Switch Port	\$ -	\$ 4.17	\$ 3.29
3	Digital Loop to Switch Port 2W	\$ -	\$ 9.40	\$ 9.40
3	Digital Loop to Switch Port 4W	\$ 7.51	\$ 37.58	\$ 37.58
	<b>Subloop Feeder</b>			
1	2W Analog Zone 1	\$ 4.81	\$ 17.16	\$ 7.91
1	2W Analog Zone 2	\$ 6.60	\$ 17.16	\$ 7.91
1	2W Analog Zone 3	\$ 6.87	\$ 17.16	\$ 7.91
1	2W Analog Zone 4	\$ 9.90	\$ 17.16	\$ 7.91
1	2W Digital Zone 1	\$ 20.18	\$ 40.52	\$ 20.45
1	2W Digital Zone 2	\$ 32.17	\$ 40.52	\$ 20.45
1	2W Digital Zone 3	\$ 30.89	\$ 40.52	\$ 20.45
1	2W Digital Zone 4	\$ 39.13	\$ 40.52	\$ 20.45
1	DS1 4W Copper Zone 1	\$ 67.05	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 2	\$ 67.27	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 3	\$ 67.17	\$ 73.25	\$ 29.98
1	DS1 4W Copper Zone 4	\$ 70.79	\$ 73.25	\$ 29.98
	<b>Subloop Distribution</b>			
1	2W Analog Zone 1	\$ 6.69	\$ 85.08	\$ 35.46
1	2W Analog Zone 2	\$ 10.68	\$ 85.08	\$ 35.46
1	2W Analog Zone 3	\$ 12.92	\$ 85.08	\$ 35.46
1	2W Analog Zone 4	\$ 22.78	\$ 85.08	\$ 35.46
1	2W Digital Zone 1	\$ 9.63	\$ 86.76	\$ 38.57
1	2W Digital Zone 2	\$ 13.63	\$ 86.76	\$ 38.57
1	2W Digital Zone 3	\$ 15.86	\$ 86.76	\$ 38.57
1	2W Digital Zone 4	\$ 25.70	\$ 86.76	\$ 38.57
1	4W Digital Zone 1	\$ 4.68	\$ 131.83	\$ 52.08
1	4W Digital Zone 2	\$ 6.89	\$ 131.83	\$ 52.08

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Dark Fiber	\$ 47.00	\$ 75.00	\$ 52.50
	<b>Dark Fiber</b>			
1	Dark Fiber Foot Zone 1	\$ 0.002085	None	None
1	Dark Fiber Foot Zone 2	\$ 0.003156	None	None
1	Dark Fiber Foot Zone 3	\$ 0.004752	None	None
1	Dark Fiber Foot Zone 4	\$ 0.002085	None	None
	<b>Local Switching</b>			
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 1	\$ 0.0016200	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 2	\$ 0.0019490	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 3	\$ 0.0028070	None	None
1A	Standard/Per Orig. or Term. MOU (excluding port) - Zone 4	\$ 0.0023910	None	None
	<b>Customized Routing Resale AIN</b>			
3	Per customer line	\$ 0.10	None	None
3	Per end office (unless previously charged under UNE)	None	\$ 85.00	\$ 85.00
3	SOAC Table Work (unless previously charged under UNE)	None	\$ 6,201.00	\$ 6,201.00
3	Development 1st LSP	None	\$ 390,645.00	None
3	Development Subsq LSP	None	ICB	None
	<b>Customized Routing UNE AIN</b>			
3	Per query per customer line	\$ 0.0002333	None	None
3	SOAC Work Table (if not previously charged under resale)	None	\$ 7,160.30	\$ 7,160.30
3	SOAC Work Table (if previously charged under resale)	None	\$ 959.30	\$ 959.30
3	Per end office (if not previously charged under resale)	None	\$ 98.10	\$ 98.10
3	Per end office (if previously charged under resale)	None	\$ 13.10	\$ 13.10
3	Per Centrex-like Customer	None	\$ 123.60	\$ 123.60
3	Development 1st LSP	None	\$273,916.32	None
3	Development Subsq LSP	None	ICB	None
	<b>Ports</b>			
1A	Analog Line Port Zone 1	\$ 1.74	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 2	\$ 1.97	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 3	\$ 2.47	\$ 1.27	\$ 1.27
1A	Analog Line Port Zone 4	\$ 2.25	\$ 1.27	\$ 1.27
1	BRI Line Port Zone 1	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 2	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 3	\$ 5.56	\$ 5.36	\$ 3.53
1	BRI Line Port Zone 4	\$ 5.56	\$ 5.36	\$ 3.53
1	PRI Trunk Port Zone 1	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 2	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 3	\$ 165.85	\$ 214.53	\$ 98.53
1	PRI Trunk Port Zone 4	\$ 165.85	\$ 214.53	\$ 98.53
1	Analog DID Trunk Port - Zone 1	\$ 13.55	\$ 50.04	\$ 50.04
1	Analog DID Trunk Port - Zone 2	\$ 14.45	\$ 52.10	\$ 52.10
1	Analog DID Trunk Port - Zone 3	\$ 10.60	\$ 50.04	\$ 50.04
1	Analog DID Trunk Port - Zone 4	\$ 15.12	\$ 50.04	\$ 50.04
1	DS1 Trunk Port Zone 1	\$ 132.14	\$ 121.79	\$ 24.76
1	DS1 Trunk Port Zone 2	\$ 126.71	\$ 121.83	\$ 24.83
1	DS1 Trunk Port Zone 3	\$ 58.04	\$ 120.35	\$ 22.86
1	DS1 Trunk Port Zone 4	\$ 140.35	\$ 123.74	\$ 27.36
	<b>Feature Activation per Analog Port Type</b>			
2	Call Waiting	None	\$0.00	None
2	Call Forwarding Variable	None	\$0.00	None
2	Call Forwarding Busy Line	None	\$0.00	None
2	Call Forwarding Don't Answer	None	\$0.00	None
2	Three-Way Calling	None	\$0.00	None
2	Speed Calling 8	None	\$0.00	None
2	Speed Calling 30	None	\$0.00	None
2	Auto Callback/Auto Redial	None	\$0.00	None
2	Distinctive Ring/Priority Call	None	\$0.00	None
2	Selective Call Rejection/Call Blocker	None	\$0.00	None
2	Auto Recall/Call Return	None	\$0.00	None
2	Selective Call Forwarding	None	\$0.00	None
2	Calling # Delivery	None	\$0.00	None
2	CNAM Delivery	None	\$0.00	None
2	Calling Number/Name Blocking	None	\$0.00	None
2	Anonymous Call Rejection	None	\$0.00	None
	<b>Feature Activation per analog arrangement</b>			

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Personalized Ring	None	\$0.00	None
2	Hunting Arrangement	None	\$0.00	None
	<b>Feature Activation per successful occurrence</b>			
2	Call Trace (per feature per port)	None	\$0.00	None
2	Call Trace (per successful occurrence per port)	None	\$0.00	None
	<b>ISDN BRI Port Features</b>			
2	CSV/CSD per B channel	None	\$0.00	None
2	Basic EKTS per B channel	None	\$0.00	None
2	CACH EKTS per B channel	None	\$0.00	None
	<b>ISDN PRI Port Features</b>			
2	Backup D Channel	None	\$0.00	None
2	CNAM Delivery	None	\$0.00	None
2	Dynamic Channel Allocation	None	\$0.00	None
	<b>Analog DID Trunk Port</b>			
2	DID #s - Initial 100 #s	None	\$0.00	None
2	DID #s - Initial 10 #s	None	\$0.00	None
	<b>DS1 Digital Trunk Port DID</b>			
2	DID #s - Initial 100 #s	None	\$0.00	\$0.00
2	DID #s - Initial 10 #s	None	\$0.00	\$0.00
	<b>Centrex-like System Charges</b>			
2	System Establishment per serving office - Analog Only	None	\$0.00	\$0.00
2	System Establishment per serving office - Analog/ISDN BRI Mix	None	\$0.00	\$0.00
2	System Establishment per serving office - ISDN BRI Only	None	\$0.00	\$0.00
2	System Subsqnt Conversion per serving office - Add Analog to existing ISDN BRI only system	None	\$0.00	\$0.00
2	System Subsqnt Conversion per serving office - Add ISDN to existing Analog only system	None	\$0.00	\$0.00
	<b>Analog Port Features</b>			
2	Standard feature initialization per analog port	None	\$0.00	None
2	Auto Callback Calling/Business Group Callback	None	\$0.00	None
2	Call Forwarding Variable/ Business Group Call Forwarding Variable	None	\$0.00	None
2	Call Forwarding Busy Line	None	\$0.00	None
2	Call Forwarding Don't Answer	None	\$0.00	None
2	Call Hold	None	\$0.00	None
2	Call Pickup	None	\$0.00	None
2	Call Transfer - All Calls	None	\$0.00	None
2	Call Waiting - Intragroup/Business Call Forwarding Var.	None	\$0.00	None
2	Call Waiting - Orig.	None	\$0.00	None
2	Call Waiting - Term.	None	\$0.00	None
2	Class of Service Restr. - Fully	None	\$0.00	None
2	Class of Service Restr. - Semi	None	\$0.00	None
2	Class of Service Restr. - Toll	None	\$0.00	None
2	Consult. Hold	None	\$0.00	None
2	Dial Call Waiting	None	\$0.00	None
2	Directed Call Pickup - Non Barge in	None	\$0.00	None
2	Directed Call Pickup - With Barge in	None	\$0.00	None
2	Distinctive Ring and Call Waiting Tone	None	\$0.00	None
2	Hunting Arrgmt - Basic	None	\$0.00	None
2	Hunting Arrgmt - Circular	None	\$0.00	None
2	Speed Calling Personal	None	\$0.00	None
2	Three Way Calling	None	\$0.00	None
2	Voice/Data Protection	None	\$0.00	None
	<b>ISDN (BRI) Port Features</b>			
2	CSV per B channel	None	\$0.00	None
2	CSD per B channel	None	\$0.00	None
2	Standard feature initialization per ISDN BRI port	None	\$0.00	None
2	Add'l Call Offering for CSV	None	\$0.00	None
2	Call Forwarding Busy Line	None	\$0.00	None
2	Call Forwarding Don't Answer	None	\$0.00	None
2	Call Forwarding Variable	None	\$0.00	None
2	Call Hold	None	\$0.00	None
2	Call Pickup	None	\$0.00	None
2	Call Transfer - All Calls	None	\$0.00	None

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
2	Class of Service Restr. - Fully	None	\$0.00	None
2	Class of Service Restr. - Semi	None	\$0.00	None
2	Class of Service Restr. - Toll	None	\$0.00	None
2	Consult. Hold	None	\$0.00	None
2	Dial Call Waiting	None	\$0.00	None
2	Directed Call Pickup - Non Barge in	None	\$0.00	None
2	Directed Call Pickup - With Barge in	None	\$0.00	None
2	Distinctive Ringing	None	\$0.00	None
2	Hunting Arrgmt - Basic	None	\$0.00	None
2	Hunting Arrgmt - Circular	None	\$0.00	None
2	Speed Calling Personal	None	\$0.00	None
2	Three Way Calling	None	\$0.00	None
	<b>Tandem Switching</b>			
1A	Per MOU per call	\$ 0.001231	None	None
	<b>Blended Transport</b>			
1A	Zone1 Urban (STL, KS)	\$ 0.000535	none	none
1A	Zone2 Suburban	\$ 0.000641	none	none
1A	Zone3 Rural	\$ 0.000697	none	none
1A	Zone4 Urban Springfield	\$ 0.000507	none	none
1A	Interzone	\$ 0.000661	none	none
	<b>Common Transport</b>			
1A	Termination MOU Zone 1	\$ 0.000155	None	None
1A	Termination MOU Zone 2	\$ 0.000232	None	None
1A	Termination MOU Zone 3	\$ 0.000246	None	None
1A	Termination MOU Zone 4	\$ 0.000132	None	None
1A	Termination MOU Interzone	\$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	\$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	\$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	\$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	\$ 0.0000030	None	None
	<b>Dedicated Transport</b>			
	DS1 Entrance Facilities			
2	Zone 1	\$ 162.30	\$ 471.00	\$ 342.00
2	Zone 2	\$ 162.30	\$ 471.00	\$ 342.00
2	Zone 3	\$ 162.30	\$ 471.00	\$ 342.00
2	Zone 4	\$ 162.30	\$ 471.00	\$ 342.00
	DS3 Entrance Facilities			
2	Zone 1	\$ 1,884.49	\$ 477.75	\$ 372.00
2	Zone 2	\$ 1,884.49	\$ 477.75	\$ 372.00
2	Zone 3	\$ 1,884.49	\$ 477.75	\$ 372.00
2	Zone 4	\$ 1,884.49	\$ 477.75	\$ 372.00
	OC3 Entrance Facilities			
3	Zone 1	\$ 662.30	\$ 608.40	\$ 231.15
3	Zone 2	\$ 681.16	\$ 608.40	\$ 231.15
3	Zone 3	\$ 719.97	\$ 608.40	\$ 231.15
3	Zone 4	\$ 662.30	\$ 608.40	\$ 231.15
	OC12 Entrance Facilities			
3	Zone 1	\$ 1,570.55	\$ 608.40	\$ 231.15
3	Zone 2	\$ 1,589.41	\$ 608.40	\$ 231.15
3	Zone 3	\$ 1,628.22	\$ 608.40	\$ 231.15
3	Zone 4	\$ 1,570.55	\$ 608.40	\$ 231.15
3	VG Interoffice Transport - Urban Term.	\$ 12.74	\$87.06	\$98.46
3	VG Interoffice Transport - Suburban Term.	\$ 12.89	\$87.06	\$98.46
3	VG Interoffice Transport - Rural Term.	\$ 13.25	\$87.06	\$98.46
3	VG Interoffice Transport - Urban - Springfield Term.	\$ 12.74	\$87.06	\$98.46
3	VG Interoffice Transport - Interzone Term.	\$ 13.87	\$87.06	\$98.46
3	VG Interoffice Transport - Urban Mile	\$ 0.011	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Suburban Mile	\$ 0.057	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Rural Mile	\$ 0.113	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Urban - Springfield Mile	\$ 0.011	Same as for Term.	Same as for Term.
3	VG Interoffice Transport - Interzone Mile	\$ 0.057	Same as for Term.	Same as for Term.
1A	DS1 Transport I/O First mile - zone 1	\$ 46.85	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 2	\$ 70.87	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 3	\$ 71.61	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O First mile - zone 4	\$ 42.78	\$ 174.43	\$ 118.14



SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
1A	DS1 Transport I/O Additional mile - zone 1	\$ 0.51	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 2	\$ 1.36	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 3	\$ 1.60	\$ 174.43	\$ 118.14
1A	DS1 Transport I/O Additional mile - zone 4	\$ 0.19	\$ 174.43	\$ 118.14
1A	DS1 Interzone First mile	\$ 81.61	\$ 174.43	\$ 118.14
1A	DS1 Interzone - Additional mile	\$ 0.97	\$ 174.43	\$ 118.14
1A	DS 3 Transport I/O First mile - zone 1	\$ 754.05	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 2	\$ 1,486.67	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 3	\$ 1,670.39	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O First mile - zone 4	\$ 643.14	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 1	\$ 12.75	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 2	\$ 46.01	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 3	\$ 79.54	\$ 170.28	\$ 130.07
1A	DS 3 Transport I/O Additional mile - zone 4	\$ 16.16	\$ 170.28	\$ 130.07
1A	DS 3 Interzone - First mile	\$ 1,924.75	\$ 170.28	\$ 130.07
1A	DS 3 Interzone - Additional mile	\$ 21.08	\$ 170.28	\$ 130.07
3	OC3 Interoffice Transport - Urban Term.	\$ 1,381.04	\$ 562.41	\$ 276.80
3	OC3 Interoffice Transport - Suburban Term.	\$ 1,461.22	\$ 562.41	\$ 276.80
3	OC3 Interoffice Transport - Rural Term.	\$ 2,188.84	\$ 562.41	\$ 276.80
3	OC3 Interoffice Transport - Urban Springfield Term.	\$ 1,381.04	\$ 562.41	\$ 276.80
3	OC3 Interoffice Transport - Interzone Term.	\$ 2,578.91	\$ 562.41	\$ 276.80
3	OC3 Interoffice Transport - Urban Mile	\$ 27.85	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Suburban Mile	\$ 48.47	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Rural Mile	\$ 175.76	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Springfield Mile	\$ 27.85	Same as for Term.	Same as for Term.
3	OC3 Interoffice Transport - Interzone Mile	\$ 43.27	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Urban Term.	\$ 5,238.16	\$ 577.05	\$ 297.74
3	OC12 Interoffice Transport - Suburban Term.	\$ 5,675.82	\$ 577.05	\$ 297.74
3	OC12 Interoffice Transport - Rural Term.	\$ 8,048.17	\$ 577.05	\$ 297.74
3	OC12 Interoffice Transport - Urban Springfield Term.	\$ 5,238.16	\$ 577.05	\$ 297.74
3	OC12 Interoffice Transport - Interzone Term.	\$ 9,804.49	\$ 577.05	\$ 297.74
3	OC12 Interoffice Transport - Urban Mile	\$ 111.40	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Suburban Mile	\$ 193.85	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Rural Mile	\$ 703.03	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Urban Springfield Mile	\$ 111.40	Same as for Term.	Same as for Term.
3	OC12 Interoffice Transport - Interzone Mile	\$ 173.08	Same as for Term.	Same as for Term.
2	OC48 Interoffice Transport - Urban Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Term.	ICB	ICB	ICB
2	OC48 Interoffice Transport - Urban Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Suburban Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Rural Mile	ICB	ICB	ICB
2	OC48 Interoffice Transport - Interzone Mile	ICB	ICB	ICB
<b>Dedicated Transport Cross Connect</b>				
3	Voice Grade 2 Wire	\$ 2.88	\$ 47.38	\$ 35.31
3	Voice Grade 4 Wire	\$ 4.05	\$ 53.06	\$ 38.50
2	DS1	\$ 12.00	\$ 74.25	\$ 71.25
1	DS3	\$ 30.08	\$ 54.98	\$ 42.90
3	OC3	\$ 50.00	\$ 233.77	\$ 115.32
3	OC12	\$ 50.00	\$ 239.85	\$ 124.04
2	OC48	ICB	ICB	ICB
<b>Digital Cross-Connect System</b>				
2	DS0 DCS Port	\$ 13.70	\$ 24.30	None
2	DS1 DCS Port	\$ 45.14	\$ 42.32	None
2	DS3 DCS Port	\$ 490.05	\$ 32.00	None
2	DCS Establishment	None	\$ 1,291.50	None
2	Database Modification	None	\$ 65.33	None
2	Reconfiguration Charge	None	\$ 0.94	None
<b>Multiplexing</b>				
2	VG to DS1	\$ 180.00	\$ 195.00	\$ 120.75
2	DS1 to DS3	\$ 815.00	\$ 1,029.00	\$ 609.75
<b>SS7 Links - Cross Connect</b>				
2	STP to Collo Cage - DS0 (Zones 1,2,3&4)	\$ 74.20	\$ 224.85	\$ 151.84
2	STP to Collo Cage - DS1 (Zones 1,2,3 & 4)	\$ 53.65	\$ 192.75	\$ 130.84
3	STP to SWBT TDF - DS0	\$ 42.58	\$ 67.24	\$ 64.55
3	STP to SWBT SDX Frame - DS1	\$ 30.89	\$ 75.12	\$ 72.46

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	<b>Unbundled Signaling</b>			
3	STP Access Connection 1.544 Mbps - Fixed	\$ 38.15	None	None
3	STP Access Connection 1.544 Mbps - per mile	Included in rate above	None	None
3	STP Access Link 56 Kbps per link	\$ 100.16	None	None
3	STP Access Link 56 Kbps per mile	\$ 0.91	None	None
1A	SS7 Transport per message	\$ 0.0000006	None	None
3	SS7 Signaling Transport per call	\$ 0.00006	None	None
1A	STP Port per port	\$ 391.70	\$ 217.14	None
3	Point Code Addition per STP pair	None	\$ 12.57	\$ 12.57
3	GTT Addition - Simple	None	\$ 1.01	\$ 1.01
3	GTT Addition - Complex	None	ICB	ICB
	<b>Line Information Database - Validation and CNAM</b>			
2	Validation Query	\$0.00	None	None
2	CNAM Service Query	\$0.00	None	None
2	Query Transport	\$0.00	None	None
2	Service Order Charge	\$0.00	None	None
2	Line Validation Administration System	None	None	None
	<b>Toll Free Database per Message/Query</b>			
1	800 Query - Simple	\$ 0.0002540	None	None
1	Designated 10-Digit Translation	\$ -	None	None
1	Call Validation	\$ -	None	None
1	Call Handling and Destination (Toll-Free-800 Addition)	\$ 0.0000340	None	None
	<b>OSS</b>			
6	System Access	\$3,345.00	None	None
6	Remote Facility per port - Direct Connection	\$1,580.00	None	None
6	Remote Facility per port - Dial-up Connection	\$316.00	None	None
	<b>Service Order Charges - Unbundled Elements</b>			
2	New Simple	None	\$0.00	None
2	New Complex	None	\$0.00	None
2	Change Simple	None	\$0.00	None
2	Change Complex	None	\$0.00	None
2	Record Simple	None	\$0.00	None
2	Record Complex	None	\$0.00	None
2	Disconnect Simple	None	\$0.00	None
2	Disconnect Complex	None	\$0.00	None
2	Suspend/Restore Simple	None	\$0.00	None
2	Suspend/Restore Complex	None	\$0.00	None
2	Expedited Simple	None	\$0.00	None
2	Expedited Complex	None	\$0.00	None
2	Customer Not Ready Simple	None	\$0.00	None
2	Customer Not Ready Complex	None	\$0.00	None
2	Due Date Change or Cancellation Simple	None	\$0.00	None
2	Due Date Change or Cancellation Complex	None	\$0.00	None
4	PIC Change Charge		\$0.00	None
1	<b>Mechanized UNE Service Order Charge</b>	None	\$ 5.00	None
	<b>Maintenance of Service Charges</b>			
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15
	<b>Time and Materials Charges</b>			
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15
	Nonproductive Dispatch Charges			
4	Basic Time - per half hour	None	\$ 30.93	\$ 21.32
4	Overtime - per half hour	None	\$ 36.35	\$ 26.73
4	Premium Time - per half hour	None	\$ 41.77	\$ 32.15
	<b>Miscellaneous</b>			
2	Performance Data	ICB	ICB	ICB
2	Special Request Processing	ICB	ICB	ICB

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	<b>Dark Fiber - Interoffice</b>			
1	Zone 1 per fiber per foot per month	\$ 0.002085	None	None
1	Zone 2 per fiber per foot per month	\$ 0.003156	None	None
1	Zone 3 per fiber per foot per month	\$ 0.004752	None	None
1	Zone 4 per fiber per foot per month	\$ 0.002085	None	None
1	Dark Fiber Termination	\$ 4.50	\$ 42.52	\$ 28.41
3	Dark fiber to Collo Cross-Connect	\$ 1.71	\$65.87	\$ 48.44
	<b>BCR</b>			
4	Per local message	\$ 0.08	None	None
4	Per interstate local message	\$ 0.050	None	None
	<b>Clearinghouse</b>			
4	Per originating message	\$ 0.02	None	None
4	Per end user message billed	\$ 0.05	None	None
	<b>Recording</b>			
4	Recording/Access Usage Record	\$0.00	None	None
4	Assembly and Editing per Message	\$0.00	None	None
4	Rating per Message	\$0.00	None	None
4	Message Processing per Message	\$0.00	None	None
7	Provision of Message Detail per record	\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing applicable	\$0.00	None	None
4	Source Info Provided per record furnished - meet point billing not applicable	\$0.00	None	None
	<b>Hosting</b>			
4	Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0020	None	None
4	Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0050	None	None
4	Non-Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0100	None	None
4	Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0070	None	None
4	Non-Full Status RAO Company - Delivery per record charge per billable mssg.	\$ 0.0030	None	None
	<b>E911</b>			
4	Feature per 1000 lines - ANI to SWBT PSAP	\$ 10.00	\$ 80.00	None
4	Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$ 10.00	\$ 80.00	None
4	Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	\$ 51.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	\$ 51.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	\$ 83.60	\$ 85.00	None
4	Trunk Charge per channel	\$ 58.00	\$ 170.00	None
1A	<b>Intercompany Termination Compensation for Local Traffic Tandem Switching per MOU</b>	\$ 0.001231	None	None
	<b>Common Transport</b>			
1A	Termination MOU Zone 1	\$ 0.000155	None	None
1A	Termination MOU Zone 2	\$ 0.000232	None	None
1A	Termination MOU Zone 3	\$ 0.000246	None	None
1A	Termination MOU Zone 4	\$ 0.000132	None	None
1A	Termination MOU Interzone	\$ 0.000271	None	None
1A	Facility Mile MOU Zone 1	\$ 0.0000016	None	None
1A	Facility Mile MOU Zone 2	\$ 0.0000057	None	None
1A	Facility Mile MOU Zone 3	\$ 0.0000117	None	None
1A	Facility Mile MOU Zone 4	\$ 0.0000008	None	None
1A	Facility Mile MOU Interzone	\$ 0.0000030	None	None
	<b>Local Switching</b>			
1A	Zone 1 Urban (STL, KS)	\$ 0.001620	none	none
1A	Zone 2 Suburban	\$ 0.001949	none	none
1A	Zone 3 Rural	\$ 0.002807	none	none
1A	Zone 4 Urban Springfield	\$ 0.002391	none	none
	<b>Transit Compensation</b>			
1	Transit Rate Zone 1	\$ 0.001714	None	None

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC  
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
1	Transit Rate Zone 2	\$ 0.001844	None	None
1	Transit Rate Zone 3	\$ 0.001917	None	None
1	Transit Rate Zone 4	\$ 0.001679	None	None
1	Transit Rater Interzone	\$ 0.001863		
	<b>CMRS Transit Compensation</b>			
1	Transit Rate Zone 1	\$ 0.001714	None	None
1	Transit Rate Zone 2	\$ 0.001844	None	None
1	Transit Rate Zone 3	\$ 0.001917	None	None
1	Transit Rate Zone 4	\$ 0.001679	None	None
1	Transit Rater Interzone	\$ 0.001863	None	None
	<b>Poles, Ducts, and Conduit</b>			
1	Pole Attachment per pole per year	\$ 2.35	None	None
1	Conduit Space, per duct foot per year	\$ 0.40	None	None
1	Inner Duct, per duct foot per year	\$ 0.205	None	None
	<b>INP Remote</b>			
1	Per line	None	None	None
1	Add'l Path	None	None	None
	<b>INP Direct</b>			
1	Number	None	None	None
1	Trunk Termination	None	None	None
1	D4 Channel Bank	None	None	None
1	DID Nonrecurring per #	None	None	None
1	DID Nonrecurring Transport per MOU	None	None	None
	<b>Conversion Order Charges for Resold Services</b>			
1	Mechanized Simple	None	\$ 5.00	None
1	Mechanized Complex	None	\$ 5.00	None
1	Simple Manual	None	\$ 5.00	None
1	Complex Manual	None	\$ 5.00	None
2	<b>NXX Migration per NXX</b>	None	\$ 12,940.00	
4	<b>Local Disconnect Report</b>	\$ 0.003	None	None
	<b>Central Office Access Charge</b>			
5	Residential	None	\$ 16.35	None
5	Business	None	\$ 21.30	None
	1. Permanent TELRIC Based rates from final Missouri Commission order in TO-97-40			
	1A. Permanent TELRIC based rates from Final Missouri Commission order in TO-97-40, Less Voluntary reductions			
	2. Interim subject to prospective change and retrospective true-up to prices established by the the Missouri PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC			
	3. Interim subject to prospective change and retrospective true-up to prices established by the Missouri PSC in Case No. TO-2001-438 or other appropriate docket established by the PSC			
	4. Based on Missouri Tariff rates and or taken from SWBT/CLEC Missouri Interconnection Agreements filed with and approved by the Missouri PSC			
	5. Texas Tariff based rate			
	6. Rates are zero until October 7th, 2002			
	7. This Message Detail per Record rate is established in accordance with that certain 5-STATE SWBT Amendment dated on or about April __, 2002, that the Parties have executed to amend the Interconnection Agreement. This Message Detail per Record rate is interim in nature and subject to revision in accordance with the terms stated in the before noted 5-STATE SWBT Amendment.			
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