DSL.net, Inc.
545 Long Wharf Drive, 5th Floor ■ New Haven, CT 06511
Tel: 203 772-1000 ■ Fax: 203 624-3612
E-Mail: info@dsl.net ■ Web: www.dsl.net

FILED[2]
DEC 16 2002
Missouri Public Service Commission

December 12, 2002

Missouri Public Service Commission
Attn: Secretary of the Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, MO 65102-0360

Subject: DSLnet Communications, LLC - Adoption of Missouri 271 Interconnection Agreement

Dear Secretary,

Enclosed please find an original and three copies of Amendment #4 to the Missouri 271 Agreement ("M2A") by and between DSLnet Communications, LLC ("DSLnet") and Southwestern Bell Telephone Company ("SWBT") for filing with the Missouri Public Service Commission pursuant to Section 392.200. The Amendment has been numbered in the lower right hand corner. The Amendments were fully executed on December 6, 2002.

Amendment #4 amends the agreement to incorporate certain rates, terms and conditions relating to UNE Pricing. Attachment 25: xDSL (dated 021601) is superceded and replaced by the attached revised Attachment 25: xDSL (Revised 08/16/01).

Questions concerning this filing may be referred to Schula Hobbs, 203-782-7493.

Thank you for your assistance with this matter.

Sincerely,

Schula Hobbs
Sr. Manager - Regulatory Affairs
DSLnet Communications, LLC

Copy To: Antonine Megger (Letter Only)
SBC Industry Markets
350 N. Orleans Street, 3rd Floor
Chicago, Illinois 60654

Office of General Council
240 Madison Street, Suite 650
Jefferson City, Missouri 65102-0360

AMENDMENT

TO INTERCONNECTION AGREEMENT-MO (M2A)

by and between

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

AND

DSLNET COMMUNICATIONS, LLC

The Missouri 271 Interconnection Agreement (M2A) ("the Agreement") by and between Southwestern Bell Telephone Company[1] ("SWBT") and Navigator Telecommunications, LLC ("CLEC") is hereby amended as follows:

(1) Appendix Pricing-UNE Schedule of Prices (dated 2/28/01) is superceded and replaced by the attached revised Appendix Pricing-UNE Schedule of Prices (Revised 6/11/02), which is incorporated herein by this reference.

(2) Attachment 12: Compensation (dated 2/16/01) is superceded and replaced by the attached revised Attachment 12: Compensation (Revised 08/16/01), which is incorporated herein by this reference.

(3) Attachment 25: xDSL (dated 2/16/01) is superceded and replaced by the attached revised Attachment 25: xDSL (dated 6/19/02), which is incorporated herein by this reference.

(4) 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 March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to CLEC only as a result of CLEC's

[1] 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").

decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability into Illinois under 220 ILCS 5/13-801(b) ("Illinois Law") or Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27"). The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable into Illinois under the Illinois Law and Condition 27 if they otherwise qualify for portability under such Illinois Law or Condition 27.

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

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6th day of December, 2002, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

DSLnet Communications, LLC

By: Wendy Bluemling

Title: AVP Regulatory

Name: Wendy Bluemling
(Print or Type)

Date: 11/25/02

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

By: M. Auinbauh

Title: President – Industry Markets

Name: **Mike Auinbauh**
(Print or Type)

Date: DEC -6 2002

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SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Network Interface Device			
1	Disconnect Loop from inside wiring, per NID	None	$ 23.00	$ 14.32
	Unbundled Loops			
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
	Loop Cross Connects (with testing unless otherwise noted)			
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
	Subloop Feeder			
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
	SubLoop Distribution			
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	$ 6.23	$ 131.83	$ 52.08
1	4W Digital Zone 3	$ 10.05	$ 131.83	$ 52.08
1	4W Digital Zone 4	$ 22.41	$ 131.83	$ 52.08

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SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Subloop Cross Connect			
2	2 Wire	None	$ 61.55	$ 46.35
2	4 Wire	None	$ 74.00	$ 50.50
2	Dark Fiber	$ 47.00	$ 75.00	$ 52.50
	Dark Fiber			
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
	Local Switching			
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
	Customized Routing Resale AIN			
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 Subsqt LSP	None	ICB	None
	Customized Routing UNE AIN			
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 Subsqt LSP	None	ICB	None
	Ports			
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 Zone2	$ 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
	Feature Activation per Analog Port Type			
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

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
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
	Feature Activation per analog arrangement			
2	Personalized Ring	None	$0.00	None
2	Hunting Arrangement	None	$0.00	None
	Feature Activation per successful occurrence			
2	Call Trace (per feature per port)	None	$0.00	None
2	Call Trace (per successful occurrence per port)	None	$0.00	None
	ISDN BRI Port Features			
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
	ISDN PRI Port Features			
2	Backup D Channel	None	$0.00	None
2	CNAM Delivery	None	$0.00	None
2	Dynamic Channel Allocation	None	$0.00	None
	Analog DID Trunk Port			
2	DID #s - Initial 100 #s	None	$0.00	None
2	DID #s - Initial 10 #s	None	$0.00	None
	DS1 Digital Trunk Port DID			
2	DID #s - Initial 100 #s	None	$0.00	$0.00
2	DID #s - Initial 10 #s	None	$0.00	$0.00
	Centrex-like System Charges			
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
	Analog Port Features			
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
	ISDN (BRI) Port Features			
2	CSV per B channel	None	$0.00	None

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SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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
	Tandem Switching			
1A	Per MOU per call	$ 0.001231	None	None
	Blended Transport			
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
	Common Transport			
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
	Dedicated Transport			
	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

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SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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
	Dedicated Transport Cross Connect			
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
	Digital Cross-Connect System			
2	DS0 DCS Port	$ 13.70	$ 24.30	None

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
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
	Multiplexing			
2	VG to DS1	$ 180.00	$ 195.00	$ 120.75
2	DS1 to DS3	$ 815.00	$ 1,029.00	$ 609.75
	SS7 Links - Cross Connect			
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
	Unbundled Signaling			
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
	Line Information Database - Validation and CNAM			
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
	Toll Free Database per Message/Query			
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
	OSS			
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
	Service Order Charges - Unbundled Elements			
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		$5.83	$1.52
1	**Mechanized UNE Service Order Charge**	None	$ 5.00	None

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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Maintenance of Service 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
	Time and Materials 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
	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
	Miscellaneous			
2	Performance Data	ICB	ICB	ICB
2	Special Request Processing	ICB	ICB	ICB
	Dark Fiber - Interoffice			
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
	BCR			
4	Per local message	$ 0.08	None	None
4	Per interstate local message	$ 0.050	None	None
	Clearinghouse			
4	Per originating message	$ 0.02	None	None
4	Per end user message billed	$ 0.05	None	None
	Recording			
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
4	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
	Hosting			
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
	E911			
4	Feature per 1000 lines - ANI to SWBT PSAP	$ 10.00	$ 80.00	None
4	Feature per 1000 lines - ANI 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	**Intercompany Termination Compensation for Local Traffic Tandem Switching per MOU**	$ 0.001231	None	None

SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	Common Transport			
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
	Local Switching			
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
	Transit Compensation			
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		
	CMRS Transit Compensation			
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
	Poles, Ducts, and Conduit			
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
	INP Remote			
1	Per line	None	None	None
1	Add'l Path	None	None	None
	INP Direct			
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
	Conversion Order Charges for Resold Services			
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	**NXX Migration per NXX**	None	$ 12,940.00	
4	**Local Disconnect Report**	$ 0.003	None	None
	Central Office Access Charge			
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

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SOUTHWESTERN BELL TELEPHONE COMPANY / **CLEC**
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NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	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			

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ATTACHMENT 12: COMPENSATION

1.0 Introduction

SWBT agrees to comply with all Missouri Commission reciprocal compensation decisions regarding Internet traffic subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for Internet traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval. SWBT will make available to a CLEC that is similarly situated to another ILEC or CLEC (*i.e.*, similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one way or two way EAS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that SWBT has with that ILEC or CLEC for serving those customers.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider to CLEC or SWBT end users is set forth in Section 8.0 of this Attachment. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. However, either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services, except the parties shall recognize those calls as MCA calls where appropriate.

Calls originated by CLEC's end users and terminated to SWBT's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, *e.g.*, mandatory Extended Area Service (EAS), or other like types of mandatory expanded local calling scopes; or (iii) originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes.

For compensation purposes, Local Traffic does not include "MCA Traffic" pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

1.1.1 The parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

1.1.2 If CLEC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SWBT.

1.2.0 With respect to CLEC's rights and obligations concerning CLEC and SWBT termination of non-MCA wireline traffic (including internet traffic, unless stated otherwise), a CLEC shall have the option to elect between two options set forth below. The parties expressly agree that among other rights SWBT reserves its right to dispute whether internet traffic is local traffic, and that throughout this Attachment the descriptions and availability of these options do not represent an admission by SWBT concerning the classification or treatment of any traffic, including but not limited to internet traffic (including the question of whether any such classification or treatment is subject to arbitration), and cannot be used in any proceeding or forum as an admission by, or as evidence against, SWBT or its affiliates in any such respect.

1.2.0.1 Option 1: A reciprocal compensation arrangement for the transport and termination of wireline Local Traffic based upon a long-term Bill and Keep arrangement and a meet point billing (MPB) arrangement for internet traffic. The parties understand that the availability of this option to a CLEC does not represent any endorsement of or approval by the Missouri PSC regarding the use of MPB for internet traffic. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.2.1 below; or

1.2.0.2 Option 2: Negotiation and, if necessary, arbitration of compensation arrangements for wireline traffic including internet traffic, as more particularly set forth in Section 1.2.2 below.

1.2.0.3 CLEC will notify SWBT of its choice among these options in writing pursuant to the notice provisions of the General Terms and Conditions of this Agreement not later

than 10 days after this Agreement as executed by SWBT and CLEC is approved by the Commission and at least 10 days before any traffic is exchanged by the parties under this Agreement.

1.2.1 Long-Term Local Bill and Keep Option (Option 1)

As an alternative to Option 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Local traffic terminated between SWBT and CLEC in Missouri. All internet traffic, including but not limited to internet Transit Traffic, will be exchanged under a MPB arrangement, which utilizes Category 92 summary usage record exchange, unless and until either the Missouri PSC or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which SWBT and the CLEC shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent applicable, any Internet Service Provider (ISP) access charge exemption. Long-term local Bill and Keep applies only to Local Traffic as defined in Section 1.1 of this Attachment and does not include Transit Traffic or cellular traffic, which shall be subject to compensation as provided in Section 8.0 of this Attachment.

1.2.1.1 Upon reasonable belief that traffic other than wireline Local Traffic as defined in Section 1.1 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six month period.

1.2.1.2 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic other than wireline Local Traffic for termination under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than wireline Local Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation with interest at the commercial paper rate as referenced in Section 8 of the general terms and conditions of this Agreement.

1.2.1.3 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.2.1.4 The audit provisions set out in sections 1.2.1.1 through 1.2.1.3 above do not alter or affect audit provisions set out elsewhere in this Agreement.

1.2.2 Negotiate/Arbitrate Option (Option 2)

If the alternative listed in Section 1.2.1 is not satisfactory to CLEC, CLEC may elect to negotiate, and if necessary submit for arbitration, not later than 10 days after the execution of its Agreement, alternative compensation arrangements for the transport and termination of wireline traffic, including internet traffic, to the extent allowed by federal law. Under this option, until negotiations or, if necessary, arbitration is complete, the provisions of this Attachment shall apply to all traffic types, except that the compensation arrangement for all wireline Local Traffic including internet traffic shall be Bill and Keep, subject to true-up.

2.0 Responsibilities of the Parties

2.1 Under any option, each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where available), the originating Calling Party Number (CPN).

2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

2.4 Where one Party is passing CPN but the other Party is not properly receiving information, the Parties will cooperatively work to correctly rate the traffic.

3.0 Reciprocal Compensation for Termination of Local Traffic, excluding Internet traffic

3.1 The compensation set forth below will apply to any CLEC that does not elect Option 1 or Option 2 above.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Local Traffic that is non-MCA Traffic, except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Local Traffic on a minute of use (MOU) basis.

3.3 Rate Elements:

3.3.1 A Tandem Served rate element is applicable to Tandem Routed Local Traffic on a terminating local MOU basis and includes compensation for the following sub-elements:

3.3.1.1 Tandem Switching - compensation for the use of tandem switching functions.

3.3.1.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

3.3.1.3 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission.

3.3.2 An End Office Served rate element applies to direct-routed Local Traffic on a terminating local MOU basis and includes compensation for End Office Switching. This includes direct-routed Local Traffic that terminates to offices that have combined tandem and end office functions.

3.3.3 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to the end office switch. The transport and termination rates assessed on the originating carrier should reflect the functions performed by the terminating carrier in transporting and terminating the calls. To the extent new technologies such as fiber ring or wireless network enable CLEC's end office switch to perform functions similar to those performed by SWBT's tandem switch and thereby to serve a geographic area comparable to that served by SWBT's tandem switch the transport and termination rates for all calls terminated to CLEC's switch will be the rates for tandem switching, tandem transport, and end office switching. However, if CLEC's switch is able to serve the same geographic areas as SWBT's tandem switch only by virtue of being connected to SWBT's tandem switch, CLEC will not charge SWBT the tandem interconnection rates because CLEC's end office switch is not performing any functions equivalent to those performed by SWBT's tandem switch.

3.4 Local Interconnect: These prices for the termination of local traffic, where Bill and Keep is not applicable, are as follows:

	Prices
Tandem Switching	$.001231/ MOU
Tandem Common Transport	
Facility Cost per Minute, per Mile:	
Zone 1	$0.0000016
Zone 2	$0.0000057
Zone 3	$0.0000117
Zone 4	$0. 0000008
Interzone	$0. 0000030

Cost per Minute of Use

Zone 1	$0.000155/MOU
Zone 2	$0.000232/MOU
Zone 3	$0.000246/MOU
Zone 4	$0.000132/MOU
Interzone	$0.000271/MOU

End Office Switching

Zone 1	$0.001620/MOU
Zone 2	$0.001949/MOU
Zone 3	$0.002807/MOU
Zone 4	$0.002391/MOU

4.0 Reciprocal Compensation for the Termination of Transit Traffic

4.1 Transit Traffic (also known as Through-put) is a switching and transport function only, which allows one Party to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem. Therefore, a Transit Traffic rate element applies, except for MCA Traffic, to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

	Price
Transit Traffic:	
Tandem Switching	$0.001231/MOU

Tandem Common Transport

Facility Cost per Minute, per Mile:

Zone 1	$0.0000016
Zone 2	$0.0000057
Zone 3	$0.0000117
Zone 4	$0.0000008
Interzone	$0.0000030

Cost per Minute of Use

Zone 1	$0.000155/MOU
Zone 2	$0.000232/MOU

Zone 3	$0.000246/MOU
Zone 4	$0.000132/MOU
Interzone	$0.000271/MOU

5.0 Reciprocal Compensation For Termination Of IntraLATA Interexchange Traffic

5.1 Except as otherwise provided in this Agreement, for intrastate intraLATA traffic compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable intrastate access tariffs. For mandatory extended area service (EAS), or other like types of mandatory expanded local calling scopes; or traffic that originates and terminates within Metropolitan Calling Areas (MCA) that share either mandatory or optional calling scopes, compensation will be applied pursuant to Section 1.1 above.

5.2 For intrastate interLATA interexchange service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff. For interstate intraLATA service, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each party's interstate access service tariff.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an Interexchange Carrier (IXC) (Meet-Point Billing (MPB) Arrangements)

6.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

6.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

6.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a

mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a failure of the Connect: Direct, records can be provided via magnetic tape, under the specifications contained in Attachment 4: Connectivity Billing and Recording. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate meet point billing will be on a reciprocal, no charge basis.

6.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

6.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

7.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local, and Transit.

7.1 If a CLEC elects Option 2, the CLEC and SWBT agree to the measuring and billing procedures in Sections 7.1 through 7.5 of this Attachment until the Missouri PSC approves an alternative approach for the exchange of bill records. In any circumstance not addressed in those Sections, or where the Parties are unable to agree upon a measurement and billing method, the Parties will report the Percentage Local Usage (PLU) to each other for the purposes of measurement and billing for Local Traffic as defined in Section 1.1. SWBT and CLEC will work together to determine the appropriate PLU method. If the audit process associated with the PLU method becomes problematic, the Parties will use the dispute resolution method as set out in Section 9.4 of the General Terms and Conditions of the Agreement. To the extent the Missouri PSC does not require an implementation schedule, then the Parties agree to negotiate a mutually acceptable implementation schedule for the new approach. If, after that, the Parties are unable to reach agreement the Parties may use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement to resolve the dispute.

7.2 Other than for traffic described in Section-6 above, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

7.2.1 On a monthly basis, each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

7.2.2 Each Party will transmit the summarized originating minutes of use from Section 7.2.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

7.2.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

7.2.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by SWBT.

7.3 Minutes of use (MOUs) for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

7.4 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Attachment to determine the total monthly billing to the other Party.

7.5 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as intraLATA Toll Traffic.

7.6 If CLEC elects Option 1, CLEC and SWBT agree to the measuring and billing procedures in Sections 7.6 through 7.10 of this Attachment. The Parties must utilize the 92-type originating record process described in Sections 7.7 through 7.10 for all intraLATA, Local (including Bill and Keep), and Transit Traffic unless and until either the Missouri PSC or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, if not the Parties will use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement. If the Missouri PSC or FCC requires an industry-wide, alternative approach, the Parties agree to negotiate a mutually acceptable implementation schedule for the new approach. If the Parties are unable to reach agreement the Parties may use the dispute resolution method set out in Section 9.4 of the General Terms and Conditions of this Agreement to resolve the dispute.

7.6.1 SWBT and CLEC will provide to each other a list of known ISP provider 10-digit telephone numbers residing in their respective networks. The originating party will segregate the traffic destined to the ISP numbers, and separately identify such traffic in originating records returned to the party to whom the traffic is destined.

7.6.2 Either party may present the other with 10-digit telephone numbers which reflect calling pattern characteristics suggestive of ISP traffic. The party receiving the list of potential

ISP telephone numbers agrees to confirm whether the identified numbers are serving an ISP within 30 days of receipt of the list.

7.7 Other than for traffic described in Section-6 above, each Party will deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

7.7.1 On a monthly basis, each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.

7.7.2 Each Party will transmit the summarized originating minutes of usage within 15 business days following the prior month's close of business for all traffic including, Local, transiting, and optional EAS via the 92-type record process as outlined in Section 7.7.4 below from data outlined in Section 7.7.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Traffic and is required from the originating Party under the terms of this agreement.

7.7.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

7.7.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to CLEC by SWBT.

7.8 Minutes of use (MOUs) for the rates contained in this Attachment will be measured in seconds by call type, and accumulated each billing period into one minute increments for billing purposes in accordance with industry rounding standards.

7.9 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Attachment to determine the total monthly billing to the other Party.

7.10 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as intraLATA Toll Traffic.

8.0 Compensation for Terminating Cellular Traffic

8.1 Each Party shall be obligated within a reasonable length of time to enter into agreements with Commercial Mobile Radio Service (CMRS) providers for the termination of wireless to landline traffic.

8.2 CLEC will pay the Local Transit Traffic rates (found in Section 4.0 of this Attachment) to SWBT for calls that originate on CLEC's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SWBT's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 7.0 of the General Terms and Conditions portion of the Agreement.

8.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and CLEC, the traffic will be rated either as Local or Access and the appropriate compensation rates shall be paid by the originating Party to the transiting Party.

9.0 Interim Number Portability (INP)

9.1 The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each end user's chosen local service provider as if each call to the end user had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the end user's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will utilize the process set forth below in this Section (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the Performing Party) which performs the INP to the other Party (the Receiving Party) for whose end user the INP is provided.

9.2 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.

9.3 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party for each end office of each Performing Party.

9.4 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 9.3 above in order to determine the jurisdictional percentages. The Receiving Party has the right to audit those percentages, not to exceed once per quarter. The Performing Party will provide the Receiving Party with detailed summary reporting on a total calling area basis each month.

9.5 Each month, using the percentages developed pursuant to Section 9.4 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 9.2 for subsequent payment to the Receiving Party. This adjustment will be based on the Performing Party's interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).

9.6 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 9.2. The billing credit for these non-local calls will be included with the calculation under Section 9.5 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

10.0 Compensation For Third Party UNE Terminated Traffic

10.1 Third Party UNE Terminated Traffic is defined as third party messages terminating to a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SWBT.

10.2 On an interim basis, each month, using mutual compensation data, SWBT will identify third party switch originated mutual compensation for each call terminated on a SWBT switch in the state of Missouri which will be divided by the number of SWBT access lines to arrive, at CLEC's election, at a statewide or end office average mutual compensation revenue per access line per month. This average revenue per month per line will be multiplied by the CLEC's switch port count for the statewide or end office (depending upon the CLEC's election to utilize a statewide or end office average) to arrive at the CLEC's compensation for the month. This arrangement will be in place until a long-term solution is adopted and applies only to third party UNE terminating messages. SWBT and CLEC agree to meet with the industry and Commission staff to identify and discuss proposals that would result in a permanent solution to address third party UNE terminated messages and Ported Numbers acceptable to all companies.

10.3 The Parties recognize that this arrangement only includes compensation for third party traffic where SWBT receives record data and revenues from the third party.

ATTACHMENT 25: xDSL

1.0 Introduction

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

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

2.0 Definitions

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

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

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

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

RADSL (Rate-Adaptive Digital Subscriber Line). A "DSL-capable loop" is a loop that supports the transmission of DSL technologies.

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

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

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

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

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

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

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

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

3.4.1 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SWBT and the Commission before or at the time of their request to deploy that technology in Missouri. The documentation should include the date of approval or deployment,

any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

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

3.6 Liability

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

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

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which

Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

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

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

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

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a SWBT central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may contain repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

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

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

4.1.4 Intentionally Left Blank

4.1.5 Sub-Loop: In locations where SWBT has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade plain old telephone service (POTS) circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SWBT will make the following options available to

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

CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that SWBT make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in SWBT's RT at the fiber/copper interface point. When CLEC collocates its DSLAM at SWBT's RT, SWBT will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and SWBT has placed a DSLAM in the RT, SWBT must unbundle and provide access to its DSLAM. SWBT is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to SWBT's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

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

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

prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that SWBT rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SWBT will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

4.9 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, without further negotiations by the parties; provided however, that SWBT may make and apply to CLEC, changes to

Technical Publications to comply with actions of Missouri or Federal legislative bodies, Courts, or Regulatory Agencies.[4]

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

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

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

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

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

5.4 Loop Qualification: SWBT will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as SWBT's retail

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

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

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

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

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

6.0 **Provisioning**

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

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval

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

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

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

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

7.0 Acceptance Testing

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

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

7.3 Acceptance Testing Procedure:

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

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

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

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, SWBT will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SWBT will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SWBT with a confirmation number and SWBT will complete the order. SWBT will not complete an order that fails Acceptance Testing.

7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, SWBT agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of SWBT), SWBT will adjust CLEC's bill and refund the recurring charge of such a loop until SWBT has resolved the problem and closed the trouble ticket.

7.3.5 SWBT will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, SWBT may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, SWBT may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a

trouble ticket is opened on the loop within 24 hours and the trouble resulted from SWBT error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SWBT will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by SWBT to not meet loop continuity test parameters defined herein, SWBT will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be SWBT's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SWBT to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that SWBT is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that SWBT is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, SWBT may continue charging for Acceptance Testing for all loops that are properly installed the first time. If SWBT is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are SWBT's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, SWBT may request that another random sample of 100 install orders be reviewed. If the sample determines SWBT is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if SWBT is in period which it may bill for Acceptance Testing, SWBT will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. SWBT will not bill for loop repairs when the repair was SWBT problem.

7.4.1.4 Beginning October 1, 2000, SWBT delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT

will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

8.3 Each xDSL-Capable Loop offering provided by SWBT to CLEC will be at least equal in quality and performance as that which SWBT provides to itself or to an affiliate.

9.0 Spectrum Management

9.1 CLEC will advise SWBT of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to SWBT, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify SWBT as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SWBT as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 SWBT shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SWBT may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SWBT may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SWBT will release loop binder groups, pair ranges or pair complements that may have already been marked, identified or designated as "ADSL and POTS only," and will remove any such mark, identification or designation that may already have been made in SWBT's electronic or paper-based OSS or records, including LFACS. SWBT will remove any restrictions, and will not impose future restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SWBT will not deny requests for loops based on spectrum management issues.

9.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SWBT and CLECs shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to

maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. SWBT will assign the local loop consistent with the agreed-to spectrum management standards.

9.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SWBT and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In such case, SWBT will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SWBT, as well as competitively neutral as between different xDSL services. Where disputes arise, SWBT and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SWBT will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

9.5 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SWBT and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SWBT and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Collocation

10.1 The Parties acknowledge and agree that upon approval of this Agreement by the Missouri PSC, CLEC will purchase collocation under the rates, terms and conditions set forth in the Missouri Physical Collocation Appendix.

11.0 Rates for xDSL Capable Loops and Associated Charges, Billing and Payments of Rates and Charges

11.1 SWBT's rates for xDSL-capable loops are:

	Recurring	Nonrecurring	
		Initial	Additional
2-Wire xDSL Loop			
Zone 1	$ 12.71	$ 19.55	$ 8.32
Zone 2	$ 18.64	$ 19.55	$ 8.32
Zone 3	$ 19.74	$ 19.55	$ 8.32
Zone 4	$ 16.41	$ 19.55	$ 8.32
2-Wire Digital Loop (e.g., ISDN/IDSL)			
Zone 1	$ 25.79	$ 43.33	$ 22.67
Zone 2	$ 37.89	$ 43.33	$ 22.67
Zone 3	$ 52.60	$ 43.33	$ 22.67
Zone 4	$ 37.30	$ 43.33	$ 22.67
4-Wire xDSL Loop			
Zone 1	$ 17.81	$ 21.58	$ 8.32
Zone 2	$ 31.82	$ 21.58	$ 8.32
Zone 3	$ 55.04	$ 21.58	$ 8.32
Zone 4	$ 27.07	$ 21.58	$ 8.32

11.2 SWBT's rates for Loop Make-Up Information are:

Loop Make-Up Information (as defined in section 5.4) – Mechanized/query	$ 15.00[5]
Loop Make-Up Information (as defined in section 5.4) - Manual	$ 15.00[6]
Detailed Make-up Information – Manual	TBD

11.3 SWBT's rates for Cross Connects.

xDSL Cross Connect Charge – Standard – Non-Shielded:

	Recurring	Nonrecurring Initial	Additional
2-wire Analog (w/o test)	$ 0.31	$ 19.96	$ 12.69
4-wire Analog (w/o test)	$ 0.63	$ 25.38	$ 17.73
2-wire Digital (w/o test)	$ 0.31	$ 19.96	$ 12.69

xDSL Cross Connect Charge – Shielded:

2-wire xDSL	$ 0.80	$ 19.96	$ 12.69

Note: There is no requirement that a CLEC order shielded cross-connects. Shielded cross-connects are only available for 2-wire xDSL loops used to provision PSD #5.

SWBT's rates for cross-connects above are final and are not interim or subject to retroactive true-up.

[5] Pursuant to the Missouri Arbitration Order Case No. TO-2000-322, this price will change to $0.00 on August 1, 2000.
[6] Effective August 1, 2000, manual loop make-up information will be priced at the rate of $84.15.

11.4 SWBT's rate for Loop Conditioning.

SWBT will make xDSL capable loops available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, SWBT will charge the CLEC a non-recurring conditioning charge per xDSL capable loop ordered, whether or not conditioning of the loop is required.[7] For loops greater than 17,500 feet from the serving central office, conditioning charges to remove load coils, excessive bridged tap or repeaters located beyond 17,500 feet from the serving central office will apply in addition to the non recurring conditioning charge assessed on all xDSL loops ordered by the CLEC. .[8]

The conditioning charges, listed below, are applicable to every xDSL capable loop ordered by the CLEC. Upon CLEC request, SWBT will (a) remove load coils and excessive bridged tap located within 17,500 feet of the serving central office at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL capable loops and (b) remove repeaters located within 17,500 feet of the serving central office at the per occurrence rate set forth below.

	Nonrecurring	
	Initial	Additional (Same time & same location)
XDSL capable loop ordered	$8.41	
Removal of Repeater (per occurrence)	$221.90	$221.90

The conditioning charges, listed below, are applicable to every xDSL capable loop, at or in excess of 17,500 feet in length from the serving central office, in addition to the applicable non-recurring charges for loops less than 17,500 feet in length..

	Nonrecurring	
	Initial	Additional [9]
Removal of Repeater (per occurrence)	$221.90	$221.90

[7] The rates are pursuant to the Missouri Public Service Commission's Order in Case No. TO-2001-439.
[8] Id.
[9] must be at same location and performed at the same time

Removal of Excessive BridgedTap(per occurrence)	$221.90	$221.90
Removal of Load Coil (per occurrence)	$325.83	$325.83

The rates set forth in this Section 11.4 apply on a retroactive basis to all xDSL capable loops ordered on or after September 30, 2001. SWBT shall provide CLEC a bill for the retroactive charges pursuant to Section 11.5.

11.5 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 and other service offerings ordered, established, utilized, discontinued or performed pursuant to this Attachment.

11.6 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Attachment within thirty (30) days of receipt of an invoice. Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six (6) month Commercial Paper Rate applicable on the first business day of each calendar year.