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November 1, 2004

BY HAND DELIVERY

Dale Hardy Roberts, Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

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NOV 02 2004

*Records
Public Service Commission*

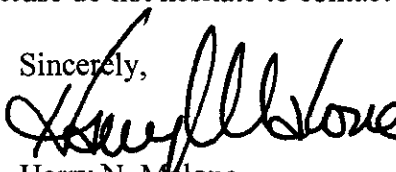
Re: ACN Communication Services, Inc.; Amendment to M2A Agreement with SBC

Dear Mr. Roberts:

Enclosed for filing with the Missouri Public Service Commission is an original and three (3) copies of an Amendment to the Missouri 271 Interconnection Agreement between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and ACN Communication Services, Inc., executed on August 5, 2004. This Amendment incorporates certain rates, terms and conditions concerning Access to Operations Support Systems and Related Functions.

Please date-stamp the extra copy of this cover letter and return it in the enclosed postage-prepaid envelope. If you have any questions, please do not hesitate to contact me.

Sincerely,



Harry N. Malone

Counsel to ACN Communication Services, Inc.

Enclosure

cc: Dana K. Joyce, General Counsel, MO PSC, P.O. Box 360, Jefferson City, MO 65102
Office of the Public Counsel, P.O. Box 7800, Jefferson City, MO 65102
Robert Gryzmala, SBC Missouri, One SBC Center, Room 3516, St. Louis, MO 63101

AMENDMENT TO
MISSOURI 271 INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
ACN COMMUNICATIONS SERVICES, INC.

ACN - MO

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Public Service Commission

The Missouri 271 Interconnection Agreement dated August 4, 2003 ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri¹ ("SBC Missouri") and ACN Communications Services, Inc. ("CLEC") is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) Attachment 27: OSS (Access to Operations Support Systems and Related Functions), which is attached hereto and incorporated herein by this reference, shall be added to the Agreement in its entirety as Attachment 27, and shall supersede Attachments 2, 3, 7, and 8 of this Agreement.
- (2) UNE Schedule of Prices - The UNE Schedule of prices is hereby amended. The following lines and associated footnote 6 shall be deleted:

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

- (3) Appendix Services Pricing - The Appendix Services Pricing Appendix is hereby amended as follows:
 - 15.0 Price for access to Operational Support Systems (OSS) - is deleted and will be replaced with: Intentionally left blank
 - 15.1 The prices to access OSS are as follows: - is deleted and will be replaced with: Intentionally left blank.
 - 15.1.1 through 15.1.4 - shall be deleted and will be replaced with: Intentionally left blank
- (4) The billing of the flat rate OSS Charge for System Access and Connectivity is billed on a monthly basis in arrears. For amendments with an effective date of the 1st through the 15th, billing will cease on the 1st of that same calendar month. For amendments with an effective date of the 16th through the 31st, billing will cease on the 1st of the next calendar month.
- (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) 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 pricing revisions in certain Appendices (referenced above) and specific language changes to terms and conditions as agreed by SBC ILEC and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes to terms and conditions contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's 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 (excluding any prices and pricing revisions) set forth in this Amendment or any Other

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. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

Agreed Changes (excluding any prices and pricing revisions) qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes, excluding any prices and pricing revisions, shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

- (7) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003), and the FCC's Biennial Review Proceeding; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the provisions. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.
- (8) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (9) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 5th day of August, 2004, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

ACN Communications Services, Inc.

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by SBC Telecommunications, Inc., its authorized agent

Signature: Dave Stevenovsk

Signature: Mike Auinbauh

Name: Dave Stevenovsk

(Print or Type)

Name: Mike Auinbauh

(Print or Type)

Title: President

(Print or Type)

Title: For/ President - Industry Markets

Date: July 28, 2004

Date: AUG 5 2004

FACILITIES-BASED OCN # _____

ACNA _____

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

1.0 Introduction

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

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

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

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

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

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

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

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

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

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

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

2.0 Definitions

2.1 "LSC" means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.

2.2 "LOC" means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.

3.0 General Conditions

3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE's LSC, LECC or IISC, and for repair and maintenance functions through SBC-13STATE's LOC or CRU. CLEC shall use these electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach

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

- 3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.
- 3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
 - 3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.
 - *3.4.2 In addition, in order to determine whether CLEC is in compliance with its obligation to properly utilize SBC-13STATE OSS pursuant to this Agreement and applicable tariffs, SBC-13STATE retains the right to audit all activities by CLEC relative to its use of any SBC-13STATE OSS and CPNI for cause. SBC 13-STATE shall give ten (10) days advance written notice of its intent to audit CLEC under this Section 3.4, CLEC shall provide SWBT with access to the requested information at an appropriate CLEC location unless otherwise agreed by the parties, in whatever format CLEC customarily maintains such information within a reasonable time following the notice, but no more than twenty-eight (28) days after the date of the notice (unless otherwise agreed by the Parties). The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and subject to confidentiality under Section 6 of the General Terms and Conditions.
 - 3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, including disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Attachment, CLEC's liability for improper or unauthorized use of or access to SBC 13-STATE's OSS shall be governed by Section 7.7 of the General Terms and Conditions of the Agreement.
- 3.5 This Section intentionally left blank.

3.6 OSS Access to CPNI

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

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

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

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

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

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

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

local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

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

4.0 Pre-Ordering

- 4.1 SBC-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC:
- 4.2 Pre-ordering functions for Resale Services include:
- 4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;
- 4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE only, pending service order activity. CLEC agrees to comply with the conditions as described in Section 3.6.1 above.
- 4.2.3 Telephone number assignment.
- 4.2.4 Service availability dates to the end user (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll (LPIC) and interLATA toll (PIC) and
- 4.2.7 Service address verification.
- 4.3 Pre-ordering functions for UNEs and local number portability may include:

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

4.4.2.2 StarWriter is available for the pre-ordering functions listed in Section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.

4.4.3 SNET Resale Service Pre-Order System Availability:
SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

4.4.3.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 SNET Resale Services, UNE, and LNP-Pre-Order System Availability:
SNET will provide CLEC access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 SBC-AMERITECH Resale Services, UNE and LNP Pre-Order System Availability:

SBC-AMERITECH will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI provide access to the pre-ordering functions listed in Section 4.2

4.4.6 SBC-7STATE Resale Services, UNE and LNP Pre-Order System Availability:

SBC-7STATE will provide CLEC access to the following systems (except as noted in Section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides CLEC access to pre-ordering functions. This gateway is a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway.

4.4.6.2 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is an application-to-application interface that can be integrated with CLEC's own systems.

4.4.6.3 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions. Verigate is accessible via Toolbar.

4.4.6.4 CESAR is a PACIFIC and NEVADA system which is available on an interim basis that provides pre-order functions, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.

4.5 Other Pre-order Function Availability:

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, LECC or IISC dependent on operating region, for inclusion on the service order request.

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

5.0 **Ordering/Provisioning**

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

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

Resale Service Order Request and Provisioning System Availability:

5.3 In SBC-SWBT:

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

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

5.3.3 A file transmission may be provided to confirm order completions for R-EASE or B-

EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

5.3.4 SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

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

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

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

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

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

5.4 In NEVADA only:

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

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

5.5 In PACIFIC only:

- 5.5.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.
- 5.5.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.
- 5.5.3 SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in PACIFIC, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.6 This Section intentionally left blank.
- 5.7 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).
 - 5.7.1 W-SNAP is made available for the ordering of non-complex Resale products and services.
 - 5.7.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.
 - 5.7.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

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

- 5.8 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

- 5.9 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.
- 5.9.1 For SBC-SWBT, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5
- 5.9.2 In SBC-PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.10 [This Section intentionally left blank.]
- *5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-SWBT and SNET support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. For purposes of this Agreement, SBC-AMERITECH supports the ordering of Unbundled Dedicated Transport, local interconnection trunks, and currently supports ordering of UNE loops via an ASR. For purposes of this Agreement, in PACIFIC and NEVADA, CESAR currently supports the ordering of Unbundled Dedicated Transport, local interconnection trunks and ordering of UNE loops via an ASR. These ASRs are transmitted to SBC-13STATE via NDM Direct Connect. In the event that the negotiated or arbitrated result of Condition 8 of the SBC/Ameritech Merger Conditions is a uniform ASR based interface for T1, T3 or enhanced extended loops (EELs), then SBC-13 STATES will agree to amend this Section of this Attachment to include T1 and T3 loops and enhanced extended loops for all operating regions. Nothing in this Section restricts SBC-13STATE's right to implement other ordering and provisioning (to include, without limitation, disconnection) procedures to apply to services outside the scope of this Agreement, such as access services.

- 5.12 For SBC-SWBT and PACIFIC, LEX is an end user interface that provides access to the ordering functions for Resale Services, UNEs, and Local Number Portability.
- 5.13 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs and Local Number Portability.
- 5.14 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
- 5.15 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SWBT Network Elements required to convert a SWBT end-user customer or an CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SWBT local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.0 Additional Terms For Provisioning

- 6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:
 - 6.1.1 SBC-13STATE shall provide all provisioning services to CLEC during the same business hours SBC-13STATE provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-13 STATE will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or

maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC-13 STATE for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC-13 STATE perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-13 STATE shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

- 6.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.
- 6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX) or the ASR-based ordering system as described in Section 5.11 above, SBC-13 STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the SBC-13 STATE due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.
- 6.1.4 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and LEX), SBC-13 STATE shall provide electronic notification of any instances when SBC-13 STATE's due dates are in jeopardy of not being met by SBC-13 STATE. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and LEX) or the ASR based ordering system as described in Section 5.11 above, SBC-13 STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. SBC-13 STATE shall give such notice as soon as it identifies the jeopardy or reject.
- 6.1.5 At CLEC's request, SBC-13 STATE will perform acceptance testing with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

- 6.1.6 Where SBC-13 STATE provides installation on behalf of CLEC, SBC-13 STATE shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.
- 6.2 Provisioning for Resale Services and UNEs in SBC-SWBT: SBC-SWBT will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:
 - 6.2.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status (POS) are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.
 - 6.2.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.3 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 6.3.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. PACIFIC also offers Provisioning order status to check the status of service orders.
 - 6.3.2 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.4 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-SMERITECH and SNET will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
 - 6.4.1 EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.5 Provisioning of CHC and FDT Orders: This Section applies to SBC-SWBT only and the Parties agree to add region specific language should CLEC seek application of this Attachment in other SBC ILEC regions.
 - 6.5.1 SBC-SWBT agrees that CLEC may use SBC-SWBT Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on the following types of services: (a) unbundled 2-wire Loops (b) Unbundled 2-wire Loops with LNP (c) standalone LNP and d) or other migration request as mutually agreed between the Parties.

- 6.5.2 CLEC shall order unbundled 2-wire Loops from SBC-SWBT by delivering to SBC-SWBT a valid Local Service Request (LSR), and SBC-13 SWBT shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
- 6.5.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC-SWBT cannot comply with the request, in its FOC, SBC-SWBT will designate a due date that SBC-SWBT commits to meet.
- 6.5.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
- 6.5.5 SBC-SWBT shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between SBC-SWBT main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC-SWBT no later than 24 hours prior to the cut. If SBC-SWBT finds problems during pre-testing, SBC-SWBT shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.
- 6.5.6 For CHC orders, CLEC shall call SBC-SWBT to initiate the cut within 30 minutes prior to the agreed-to cut time. If CLEC does not call within this time, the cut will be delayed until a future time and/or date agreed-to by both Parties. CLEC will submit a supplemental LSR in a timely manner, if the due date must be changed.
- 6.5.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 17 of this Agreement.

7.0 Maintenance/Repair

- 7.1 SBC-SWBT shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.
- 7.2 In the event SBC-SWBT misses a scheduled repair appointment on behalf of CLEC, SBC-SWBT will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.
- 7.3 SBC-SWBT shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC-SWBT retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is an CLEC end user or a SBC-SWBT end user.

- 7.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC-SWBT currently provides for the maintenance of its own network. SBC-SWBT shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which may impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements.
- 7.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-SWBT shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC-SWBT on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC-SWBT shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that SBC-SWBT shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
- 7.6 SBC-SWBT shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all services after initial restoration; (v) equal priority, as between CLEC end users and SBC-SWBT end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.
- 7.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
- 7.8 Maintenance charges for premises visits by SBC-SWBT technicians shall be billed by SBC-SWBT to CLEC and not by SBC-SWBT to CLEC's end user. All forms, business cards or other materials furnished by SBC-SWBT technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC-SWBT technician arrives, the SBC-SWBT technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC provided pursuant to Section

3.14 of this Attachment. The SBC-SWBT technician will not leave on the premises a SBC-SWBT-branded "not-at-home" card.

- 7.9 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:
 - 7.9.1 In SBC-SWBT, Trouble Administration (TA) system access provides CLEC with SBC-SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-SWBT Toolbar.
 - 7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 7.9.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
 - 7.9.4 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
 - 7.9.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

8.0 Billing And Customer Usage

- 8.1 SBC-7STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-7STATE will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SBC-7STATE.
 - 8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
 - 8.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.

- 8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 8.2.1 In SBC-SWBT, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 8.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 8.2.3 In SBC-7STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
 - 8.2.5 In SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's end users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
 - 8.2.6 In SNET, CLEC may receive a Billing Detail File on cartridge or magnetic tape.
 - 8.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:
 - 8.3.1 For UNEs, LNP, and interconnection trunks, SBC-8STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. SBC-AMERITECH also makes available to CLEC a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
 - 8.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

- 8.3.4 SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's end users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

9.0 Local Account Maintenance

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

Change in Service Provider

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

Loss Notification

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

9.5 Intentionally Left Blank

9.6 Intentionally Left Blank

Change of Preferred InterLATA or IntraLATA Carrier

9.7 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

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

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

10.0 Remote Access Facility

10.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a SWBT Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 10.3.

10.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in Section 10.3; provided, however, that CLEC may, at its option, interface with PACIFIC's EDI ordering application as described above through SBC's Local Remote Access Facility ("LRAF"). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

10.3 For SBC-7STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or

PRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. CLEC shall pay the cost of the call if Switched Access is used.

- 10.4 For SBC-7STATE, CLEC shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 10.5 For SBC-7STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.
- 10.6 For SBC-AMERITECH, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use at least one legal unique public-registered IP address for each end of the connection.
- 10.7 For SNET region, CLEC may use a private line connection. The CLEC shall provide and maintain its own router and CSU/DSU.
- 10.8 For future dedicated RAF locations (e.g., Ameritech "ARAF" and SNET "SRAF"), if CLEC wants to establish connectivity for the first time in these region, or if CLEC wants to upgrade their existing connection in these regions, then SBC will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the Ameritech or SNET service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11.0 Data Connection Security Requirements

- 11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: SBC-7STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document, SNET's "Wholesale CIWin User Guide"; SNET's "EF User Guide"; SNET's "ESAP Installation Guide"; SNET's "ESAP Help Desk Guide"; and SNET's "CLEC Mechanized Interface Specification" current at the time of initial interconnection in each region for access to SBC-13STATE's OSS. The following additional terms in this Section 16 govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces
- 11.2 Joint Security Requirements.

- 11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 11.3 Additional Responsibilities of Both Parties.
 - 11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
 - 11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This

information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
 - 11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 11.5 - 11.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.
 - 11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

11.5 General Policies

- 11.5.1 Each Party's resources are for approved business purposes only.
- 11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

11.6 User Identification

- 11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.
- 11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

- 11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.
- 11.7.2 Passwords must not be stored in script files.
- 11.7.3 Passwords must be entered by the user in real time.
- 11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

- 11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.8 Access and Session Control

- 11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

11.9 User Authorization

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

11.10 Software And Data Integrity

- 11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

11.11 Monitoring And Audit

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

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

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

12.0 Cooperative Testing And Training

- 12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.
- 12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

- 12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week

prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

- 12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.
- 12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13.0 Miscellaneous Charges

- 13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in UNE Schedule of Prices. Subject to and in accordance with the commitments made by SBC in connection with the SBC-Ameritech merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.
- 13.2 For SBC-SWBT region only, when CLEC requests Bill PlusTM, it agrees to pay applicable tariffed rate, less Resale discount.
- 13.3 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.
- 13.4 For SBC-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay \$0.003 per entry.

- 13.5 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.
- 13.6 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.