NAVIGATOR TELECOMMUNICATIONS, LLC.
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August 12, 2003

RECEIVED
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Records
Public Service Commission

The Honorable Dale Hardy Roberts
Secretary / Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102-0360

Re: Amendments to Southwestern Bell Telephone Company/Navigator Telecommunications, LLC.'s Interconnection Agreement ("M2A", adopted by Navigator and filed with the Commission on March 26, 2001)

Dear Judge Roberts,

Enclosed please find an original and four (4) copies of two fully executed Amendments to the Interconnection Agreement between Southwestern Bell Telephone Company and Navigator Telecommunications, LLC. The first amendment reflects Navigator's decision to adopt the provisions contained in the UNE-P Non-Recurring Charge Amendment filed in Missouri between AT&T and Southwestern Bell. The second amendment adds Analog Line Port with Coin Identification to the UNE Appendix – Schedule of Prices and amends language in Attachment UNE. Navigator requests that these amendments be given expedited consideration so that the benefits can be implemented as soon as possible.

Please date stamp the enclosed extra copy of this cover letter and return it in the self-addressed, postage paid envelope provided. Please contact me at (501) 954-4051 if you have any questions about this filing. Thank you for your assistance with this matter.

Sincerely,

Michael McAlister
General Counsel
Navigator Telecommunications, LLC.
(501) 954-4051
mike@navtel.com

AMENDMENT

INTERCONNECTION AGREEMENT-MISSOURI

by and between

SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC MISSOURI

AND

NAVIGATOR TELECOMMUNICATIONS, LLC

The Interconnection Agreement, dated March 15, 2001 ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri[1] ("SBC Missouri") and Navigator Telecommunications, LLC ("CLEC") is hereby amended as follows to incorporate the provisions set forth in AT&T Communications of the Southwest, Inc.'s UNE-P NRC amendment ("AT&T Agreement"), which CLEC has elected to adopt pursuant to Section 252(i) of the Act:

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

(1) Attachment 6: Unbundled Network Elements – Section 14.2.1 as set forth below is hereby added. Attachment 6, as amended is attached hereto in its entirety:

14.2.1 Notwithstanding Section 14.2, above, when AT&T requests a 2-Wire Analog Loop (i.e., 8db loop) with a 2-Wire Analog Switch Port and the Analog Loop to Switch Port Cross-Connect, (collectively, "UNE-P"), the Loop NRC for 2-Wire Analog UNE-P new (ACT Type "N") and move (ACT Type "T") orders is $0.00, effective August 1, 2002. This rate will remain in effect until the earlier of: 1) the date such rate is replaced by order of the Missouri Commission, or 2) the termination of this Agreement, whichever occurs first. SWBT will not seek to initiate such a cost proceeding prior to October 13, 2003. However, should the Missouri Commission order new rates for the nonrecurring charges for the 2-Wire Analog Loop, 2-Wire Analog Switch Port, the Analog Loop to Switch Port Cross Connect, the COAC, and the Service Order Charge before October 13, 2003, the Parties agree to incorporate such rates into this Agreement.

(2) Attachment 27- 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 and shall supersede Attachments 2, 3, 7, and 8 of the Agreement. Any references in the underlying Agreement (or its surviving attachments) to Attachments 2, 3, 7, and 8, now refer to this new Attachment 27.

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[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.

(3) Attachment 28 - Comprehensive Billing Attachment – MO, which is attached hereto and incorporated herein by this reference, shall be added to the Agreement in its entirety and shall supersede Attachments 4, 5, 9, and 10 of the Agreement. Any references in the underlying Agreement (or its surviving attachments) to Attachments 4, 5, 9, and 10, now refer to this new Attachment 28.

(4) UNE Schedule of Prices – The UNE Schedule of Prices is hereby amended with revised pricing, which is attached hereto in its entirety and incorporated herein by this reference.

(5) The Parties acknowledge and agree that Attachment 26: Legitimately Related Provisions to the Agreement and to the AT&T Agreement ("Attachment 26") provides that Attachments 6-10 are all legitimately related UNE provisions and that the General Terms and Conditions specified on Attachment 26, and Attachment 26 itself are legitimately related to Attachments 6-10, as well as the associated pricing. However, the AT&T Agreement was previously amended to replace Attachments 2, 3, 7 and 8 of the AT&T Agreement (referenced in Attachment 26 to the AT&T Agreement) with Attachment 27: Access to Operations Support Systems and Related functions ("Attachment 27") and to replace Attachments 4, 5, 9 and 10 of the AT&T Agreement (referenced in Attachment 26 to the AT&T Agreement) with Attachment 28 – Comprehensive Billing Attachment ("Attachment 28"). Consistent with Attachment 26 to the AT&T Agreement and this Agreement, this Amendment is incorporating into the underlying Agreement Attachments 6, 27 and 28 from the AT&T Agreement along with all associated pricing to supersede and replace the corresponding provisions in the underlying Agreement. However, the underlying Agreement already contains provisions substantially identical to the General Terms and Conditions of the AT&T Agreement and Attachment 26 which Attachment 26 to this Agreement and the AT&T Agreement identifies as being legitimately related to the AT&T UNE provisions CLEC has elected to adopt via this Amendment. Therefore, the Parties acknowledge and agree that it was not necessary to amend the General Terms and Conditions of the underlying Agreement or to replace Attachment 26 from the AT&T Agreement with the corresponding provisions in the underlying Agreement. In the event that any of the General Terms and Conditions or Attachment 26 of the underlying Agreement that are legitimately related to the AT&T UNE provisions and associated terms that CLEC has elected to adopt had not been substantially identical to the corresponding provisions of the AT&T Agreement, the Parties understand and agree the underlying Agreement would have had to be amended to add and/or replace, as appropriate, the legitimately related General Terms and Conditions and Attachment 26 itself, in accordance with Attachment 26 of the AT&T Agreement and this Agreement.

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

(7) 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 SBC Missouri 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 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 Missouri Public Service Commission Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes 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"). The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; 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/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). 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 18th day of July, 2003, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and Navigator Telecommunications, LLC, signing by and through its duly authorized representative.

Navigator Telecommunications, LLC

By: _____

Title: VP-Engineering & CTO

Name: Kenrick LeDoux
(Print or Type)

Date: July 16, 2003

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

By: _____

Title: For/ President – Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: JUL 18 2003

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

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

2.0 General Terms and Conditions

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

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

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

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

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

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

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

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

2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible

for the telecommunications services provided by CLEC through the use of those elements.

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

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

2.10 This Section Intentionally Left Blank

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

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

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

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

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

2.16 SWBT and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure)

which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SWBT provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.17 Performance of Network Elements

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

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

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

2.17.4 Where SWBT is required to provide six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, CLEC

may submit such request within ten days of CLEC's receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the Special Request Process and the process will be completed prior to modifying CLEC's affected element.

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

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

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

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

2.19 This Section Intentionally Left Blank

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

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

2.22 <u>Special Request</u>

The sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to CLEC: Network Interface device; local

loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; interoffice transport, including common transport, and dedicated transport; signaling and call-related database; operations support systems functions; and cross-connects. Any request by CLEC for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.

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

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

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

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

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

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

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

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

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

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

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

3.0 Network Interface Device

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

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

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

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

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

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

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

4.0 Local Loop

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

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

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

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

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

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

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

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

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

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

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

4.6 Subloop Elements

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

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

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

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

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

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

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

5.0 Local Switching

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

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

5.2 Technical Requirements

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

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

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

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

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

5.2.3.3 Intentionally left blank

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

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

5.2.4.1 Where CLEC purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from CLEC customers for Directory Assistance and

Operator Services to CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with this Attachment.

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

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

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

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

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

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

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

5.2.4.7 Intentionally left blank

5.2.4.8 Intentionally left blank

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

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

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

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

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

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

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

5.2.10 SWBT will record billable events, where technically feasible, and send the appropriate billing data to CLEC as outlined in Attachment 28.

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

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

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

5.3 Interface Requirements:

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

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

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

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

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

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

5.3.1.6 Input/Output (I/O) Port: Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports necessary shall be priced through the Special Request Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

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

5.3.1.8 This Section Intentionally Left Blank

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

6.0 Tandem Switching

6.1 Definition: Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished

from separate end office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

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

6.2 Technical Requirements

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

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

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

6.2.4 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. CLEC agrees to respond to SWBT's notifications regarding network congestion.

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

7.0 Intentionally left blank

8.0 Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by

SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

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

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

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

8.2 **Dedicated Transport**

8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or CLEC or third parties acting on behalf of CLEC, or between switches owned by SWBT or CLEC or third parties acting on behalf of CLEC. Dedicated Transport includes interoffice dark fiber and Digital Cross-connect System (DCS) functionality as specified below. The price for dedicated transport is found in Appendix Pricing - UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing - UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities". Entrance facility rates apply in all cases in which unbundled dedicated transport is not being cabled through an existing collocation arrangement, whether physical or virtual. The parties agree that when CLEC collocates in SWBT central offices, and SWBT is not providing the connection between the SWBT central office and the CLEC premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, CLEC provides the transmission facility between its premises and the SWBT premises and SWBT applies the unbundled Dedicated Transport interoffice rate elements for transport between SWBT offices, and the appropriate Collocation Interconnection Arrangement would apply. When SWBT provides the transmission facility (*i.e.*, the entrance facility) between the CLEC premises and the

SWBT central office, the entrance facility rate element would apply for such entrance facility in addition to any interconnection arrangement to connect the entrance facility to CLEC collocation space.

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

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

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

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

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

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

8.2.1.5.2 When CLEC requests stand-alone electronic multiplexing, it will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing". Otherwise, electronic multiplexing used by SWBT in providing Dedicated Transport to CLEC is included in the Dedicated Transport rates and charges. CLEC may purchase stand-alone multiplexing without also purchasing dedicated transport elements. The multiplexing/demultiplexing and grooming associated with optical transport is included in the optical interoffice Dedicated Transport price. Stand-alone use of optical multiplexing may be requested through the Special Request process.

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

8.2.2 Interoffice Dark Fiber

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

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

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

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

8.2.3 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

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

8.2.4 Digital Cross-Connect System (DCS)

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

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

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

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

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

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

8.2.4.1.1.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC has a circuit routing from its location "A" through two DCS offices to its location "B"

and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices.

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

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

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

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

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

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

8.2.4.8 CLEC may use DCS to perform the following functions:

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

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

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

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

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

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

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

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

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

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

8.2.4.9 Technical Specifications

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

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

9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and

Call-Related Databases. SWBT will provide nondiscriminatory access to databases and associated signaling pursuant to this Agreement.

9.1 Signaling Link Transport

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

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

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

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

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

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

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

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

9.1.2 Technical Requirements

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

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

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

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

9.1.4 CLEC will identify to SWBT the Signaling Point Codes (SPCs) associated with the CLEC set of links. CLEC will pay a non-recurring charge per STP pair when CLEC

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

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

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

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

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

9.2 Signaling Transfer Points (STPs)

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

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

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

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

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

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

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

9.2.2 Technical Requirements

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

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

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

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the

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

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

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is CLEC or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 Interface Requirements

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

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

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

9.3 Service Control Points/Call-Related Databases

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

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

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

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

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

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

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

9.4 Line Information Database (LIDB)

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval.

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

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

9.4.1.1.1 SWBT will waive the non-recurring charge for the initial order establishing CNAM Query subject to the early termination provisions in Section 9.4.1.1.2 of this Amendment. Additional non-recurring charges for point code activation shall be applicable for all such activity after the initial point code activation. The applicable non-recurring charge is set forth in the Pricing Schedule.

9.4.1.1.2 Should AT&T terminate this Amendment within the first six (6) months of its effective date, AT&T agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of AT&T's CNAM Queries times the usage rates specified in the Pricing Schedule or, if AT&T terminates this Amendment within less than two months, AT&T agrees to pay SWBT for twice the volume of Queries that occurred during the first month service was provided.

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

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

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

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

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

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

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

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

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

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

9.4.1.12 SWBT has established a LIDB database users group.

9.4.2 LIDB Validation

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

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

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

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

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

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

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

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

9.4.2.6.3 SWBT cannot distinguish between queries from CLEC's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and

queries from CLEC's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the development of any technically feasible method to distinguish LSP queries from IXC queries, CLEC will develop an allocation factor to distinguish the proportion of queries attributed to CLEC as an IXC and those attributed to CLEC as an LSP within the SWBT serving area. Should CLEC opt to treat all queries at the higher rate, CLEC will not be required to develop an allocation factor.

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

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

9.4.3 Ownership of Validation Information

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

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

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

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

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

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

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

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

9.4.4 LIDB Storage and Administration

9.4.4.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

9.4.4.2 General Description and Terms

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities,

processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

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

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

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

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

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

9.4.4.2.7 To the extent that CLEC stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to

negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, CLEC acknowledges that such CLEC validation information will be unavailable to any customer including CLEC served by SWBT OS platforms.

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

9.4.4.3 Line Validation Administration System (LVAS)

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

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

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

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

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

9.4.4.4 Service Order Entry Interface

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

9.4.4.4.2 CLEC's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for CLEC access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SWBT's Service Order Entry Interface to LVAS. CLEC does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

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

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

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

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

9.4.4.5 Interactive Interface

9.4.4.5.1 The Interactive Interface provides CLEC with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has

accessed one of its line/billing records, CLEC can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

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

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

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

9.4.4.6 Tape Load Facility Interface

9.4.4.6.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LIDB.

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

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

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

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

9.4.4.6.6 In addition to the tapes CLEC will create and deliver to the SCP node locations, CLEC will deliver an additional set of tapes to the LVAS System Administrator so

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

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

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

9.4.4.7 LIDB Editor Interface

9.4.4.7.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

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

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

9.4.5 Audits

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

9.4.5.1 LIDB Audit

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

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

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

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

9.4.5.2 Billing System Audit

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

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

9.4.5.2.3 CLEC will audit its LIDB accounts against CLEC's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Attachment.

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

9.4.5.2.4.1 Scheduled Audits:

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

9.4.5.2.4.2 Unscheduled Audits:

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

9.4.6 Sleuth

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

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

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

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

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

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

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

9.4.7 Technical Requirements

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

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

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

9.5 CNAM Service Query

9.5.1 Definitions

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

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

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

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

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

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

9.5.2 Description of Service

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

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

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

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

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

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

9.5.3 Ownership of the Calling Name Information

9.5.3.1 CLEC's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies,

including CLEC, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

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

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

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

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

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

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

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

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15)

characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

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

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

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

9.6 Toll Free Number Database

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.7 AIN Call Related Database

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

9.7.2 SWBT will provide CLEC access to the SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to

itself, providing that security arrangements can be made. CLEC requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.

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

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

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

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

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

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

10.0 Operations Support Systems Functions

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

10.2 SWBT will provide CLEC access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 27 (Access to Operations Support Systems and Related Functions) and Attachment 28 (Comprehensive Billing), on the terms and conditions set forth in those Attachments. CLEC will pay the prices reflected on Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".

11.0 Cross-connects

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

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

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

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

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

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

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

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

1. Voice Grade 2W
2. Voice Grade 4W
3. DS1
4. DS3
5. OC3
6. OC12
7. OC48

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

12.0 Additional Requirements Applicable to Unbundled Network Elements

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

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

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

12.2 Synchronization

12.2.1 Definition:

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

12.2.2 Technical Requirements

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

12.3 Co-operative Testing

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing UNE - Schedule of Prices, SWBT will provide to CLEC cooperative testing to test any network element provided by SWBT and to test the overall functionality of network elements provided by SWBT that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SWBT has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SWBT is required to provide for unbundled Network Elements under Attachment 6 or Attachment 27.

13.0 Pricing

13.1 Price Schedules

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

14.0 Additional Provisions

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

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

14.2 SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 27, Section 5.14. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge as shown in Appendix Schedule of Pricing-UNE. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.

14.2.1 Notwithstanding Section 14.2, above, when AT&T requests a 2-Wire Analog Loop (i.e., 8db loop) with a 2-Wire Analog Switch Port and the Analog Loop to Switch Port Cross-Connect, (collectively, "UNE-P"), the Loop NRC for 2-Wire Analog UNE-P new (ACT Type "N") and move (ACT Type "T") orders is $0.00, effective August 1, 2002. This rate will remain in effect until the earlier of: 1) the date such rate is replaced by order of the Missouri Commission, or 2) the termination of this Agreement, whichever occurs first. SWBT will not seek to initiate such a cost proceeding prior to October 13, 2003. However, should the Missouri Commission order new rates for the nonrecurring charges for the 2-Wire Analog Loop, 2-Wire Analog Switch Port, the Analog Loop to Switch Port Cross Connect, the COAC, and the Service Order Charge before October 13, 2003, the Parties agree to incorporate such rates into this Agreement.

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

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

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

14.3.3 In those SWBT central offices where there are four (4) or more CLECs collocated for which SWBT has provided UNEs, SWBT may elect to not combine UNEs that are not already combined in that central office, *i.e.*, "new" combinations as defined in section 14.2. In that event, SWBT will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, SWBT will construct a secured frame room in the central office or, if

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

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

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

14.3.3.3 A CLEC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 27, Ordering and Provisioning Unbundled Network Elements.

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

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

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

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

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

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

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

14.7 Enhanced Extended Loop (EEL)

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

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

14.7.2 The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 27 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in Attachment 27 of this Agreement. SWBT will implement electronic ordering of EELs as specified in Attachment 27, Section 5.11.

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

removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the period described above, SWBT will remove its temporary connections. If CLEC fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date SWBT began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, SWBT will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If a CLEC is located at an external cross connect cabinet because SWBT ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.

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

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

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

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

14.8 For purposes of this Section and, for the time period(s) specified in this Section, SWBT agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, CLEC agrees that the UNE provisions of this Agreement are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.

ATTACHMENT 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 AT&T will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to AT&T 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. AT&T 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 AT&T provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that AT&T has elected to submit via manual processes to electronic processes within 12 months. Should AT&T use manual processes, AT&T 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 AT&T 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 AT&T 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 AT&T. 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 AT&T's option, AT&T 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, AT&T 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 AT&T 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 AT&T 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 AT&T under this Section 3.4, AT&T shall provide SWBT with access to the requested information at an appropriate AT&T location unless otherwise agreed by the parties, in whatever format AT&T 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, AT&T'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, AT&T'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 AT&T 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, AT&T'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 AT&T's end user account where AT&T 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, AT&T 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, AT&T shall have obtained an authorization to become local service provider of the end user. Accessing such information by AT&T shall constitute certification that AT&T is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). AT&T agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or AT&T under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by AT&T of this Section.

3.6.3 Throughout SBC-13STATE region, AT&T is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of AT&T's failure to obtain proper CPNI consent from an End User.

3.7 SBC-13STATE will provide AT&T 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. AT&T 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 AT&T 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 AT&T 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 AT&T as the customer of record for AT&T's local exchange line subscribers for all services ordered by AT&T under this agreement and will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single point of contact for all AT&T end users as to the services for which AT&T 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 AT&T'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 AT&T:

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. AT&T 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. AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T'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, AT&T 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 AT&T 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. AT&T 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 AT&T 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 AT&T.

5.3.4 SORD interface provides AT&T 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 AT&T. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If AT&T chooses to use SORD to issue orders, then AT&T 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 AT&T. AT&T may need to call the LSC to obtain additional information. AT&T may also choose to clear service order errors, even though AT&T is not initiating service orders via SORD. AT&T 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 AT&T 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 AT&T chooses to use SORD to issue orders in PACIFIC, any service order errors will be corrected by the LSC. AT&T will be given a list generated by the LSC of AT&T order errors, and AT&T will be responsible for contacting their customer when necessary to clear an error. With AT&T being the point of contact for their customer, AT&T 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 AT&T 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, AT&T 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, AT&T 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 AT&T. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If AT&T chooses to use SORD to issue orders, then AT&T 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 AT&T. AT&T may need to call the LSC to obtain additional information. AT&T may also choose to clear service order errors, even though AT&T is not initiating service orders via SORD. AT&T 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. AT&T will be given a list generated by the LSC of AT&T order errors, and AT&T will be responsible for contacting their customer when necessary to clear an error. AT&T 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, AT&T 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 AT&T orders all the SWBT Network Elements required to convert a SWBT end-user customer or an AT&T resale customer to AT&T unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by AT&T 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 AT&T 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 AT&T OS/DA platform from the relevant SWBT local switch, including AT&T'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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

6.1.4 When AT&T 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 AT&T 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 AT&T's request, SBC-13 STATE will perform acceptance testing with AT&T (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by AT&T 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 AT&T, SBC-13 STATE shall advise AT&T's end user to notify AT&T if the AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T seek application of this Attachment in other SBC ILEC regions.

6.5.1 SBC-SWBT agrees that AT&T 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 AT&T 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 AT&T with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

6.5.3 When submitting the LSR AT&T 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 AT&T shall establish its dial tone on service extended to the AT&T 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 AT&T switch to the designated pair assignment by testing through the tie cable provisioned between SBC-SWBT main distribution frame and the AT&T 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 AT&T of this finding and work cooperatively with AT&T to rectify the problem.

6.5.6 For CHC orders, AT&T shall call SBC-SWBT to initiate the cut within 30 minutes prior to the agreed-to cut time. If AT&T does not call within this time, the cut will be delayed until a future time and/or date agreed-to by both Parties. AT&T 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 AT&T, and shall provide electronic Interfaces to permit AT&T 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 AT&T, SBC-SWBT will notify AT&T 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 AT&T for AT&T end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from AT&T 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 AT&T end user or a SBC-SWBT end user.

7.4 For Resale Services and UNEs provided to AT&T under this Agreement, SBC-SWBT shall provide AT&T 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 AT&T at least ten (10) business days advance notice of any scheduled maintenance activity which may impact AT&T 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 AT&T under this Agreement, SBC-SWBT shall advise AT&T 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 AT&T 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 AT&T promptly of any such actions it takes.

7.6 SBC-SWBT shall provide AT&T 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 AT&T of the existence, location, and source of any emergency network outage potentially affecting an AT&T 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 AT&T 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 AT&T 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 AT&T and not by SBC-SWBT to AT&T's end user. All forms, business cards or other materials furnished by SBC-SWBT technicians to AT&T end users will

contain no brand. If the AT&T 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 AT&T 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 AT&T 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 AT&T with SBC-SWBT software that allows AT&T to submit trouble reports and subsequently check status on trouble reports for AT&T End-Users. TA will provide the ability to review the maintenance history of a converted Resale AT&T account. TA is accessible via SBC-SWBT Toolbar.

7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows AT&T 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 AT&T 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 AT&T 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. AT&T 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 AT&T as necessary to allow AT&T to perform billing functions. At minimum SBC-7STATE will provide AT&T billing information in a paper format or via magnetic tape, as agreed to between AT&T and SBC-7STATE.

8.1.1 For Resale Services in PACIFIC, AT&T 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, AT&T 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, AT&T 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, AT&T 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, AT&T may receive a mechanized bill format via the EDI 811 transaction set.

8.2.4 In SBC-12STATE, AT&T 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, AT&T may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when AT&T'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, AT&T may receive a Billing Detail File on cartridge or magnetic tape.

8.2.7 In SBC-AMERITECH, AT&T 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 AT&T 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 AT&T's paper bill. SBC-AMERITECH also makes available to AT&T a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

8.3.2 In SBC-SWBT, AT&T 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, AT&T 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, AT&T may receive Local Disconnect Report records (via CARE records) electronically that indicate when AT&T'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 AT&T's end users (for which AT&T 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 AT&T 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 AT&T end user (for which AT&T purchases resale services or UNEs from SBC-13STATE) changes or withdraws authorization to provide service, AT&T 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 AT&T has no local service freeze in place for that account). Such pre-order information, provided via AT&T 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 AT&T 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 AT&T 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 AT&T for end users subscribing to AT&T local service: (1) intraLATA toll and (2) interLATA toll.

9.8 When an AT&T end user authorizes a change of one of its preferred carrier designations, AT&T 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 AT&T 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, AT&T 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, AT&T 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 AT&T may, at its option, interface with PACIFIC's EDI ordering application as described above through SBC's Local Remote Access Facility ("LRAF"). If AT&T chooses to use the LRAF for electronic orders, all AT&T EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

10.3 For SBC-7STATE, AT&T may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," AT&T 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 AT&T to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. AT&T shall pay the cost of the call if Switched Access is used.

10.4 For SBC-7STATE, AT&T shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, AT&T shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. AT&T shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on AT&T's behalf. AT&T 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, AT&T shall attend and participate in implementation meetings to discuss AT&T LRAF/PRAF access plans in detail and schedule testing of such connections.

10.6 For SBC-AMERITECH, AT&T may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). AT&T shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). AT&T must use at least one legal unique public-registered IP address for each end of the connection.

10.7 For SNET region, AT&T may use a private line connection. The AT&T 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 AT&T wants to establish connectivity for the first time in these region, or if AT&T wants to upgrade their existing connection in these regions, then SBC will provide specifications for connecting to the new dedicated RAF facility. AT&T connections to any other facility within the Ameritech or SNET service areas will become grandfathered and no new AT&T connections will be made to such non-dedicated facilities.

11.0 Data Connection Security Requirements

11.1 AT&T agrees that interconnection of AT&T 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 AT&T 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 AT&T 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 AT&T 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, AT&T or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, AT&T 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 AT&T 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 AT&T) 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, AT&T 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 AT&T 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 AT&T students in each class. AT&T and SBC-13STATE agree that charges will be billed by SBC-13STATE and AT&T's payment is due 30 days after receipt of the invoice. AT&T agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. AT&T agrees to pay a cancellation fee for the full price noted in the separate agreement if AT&T cancels scheduled classes less than two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which AT&T 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 AT&T agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which AT&T 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 AT&T may request that classes be scheduled on particular dates. Class dates will be based upon AT&T request and SBC-13STATE availability, and will be coordinated among AT&T, AT&T's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

12.6 AT&T agrees that AT&T 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 AT&T further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13.0 Miscellaneous Charges

13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in Attachment 6 Pricing. Subject to and in accordance with the commitments made by SBC in connection with the SBC-Ameritech merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and AT&T 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 AT&T requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

13.3 For SBC-7STATE, when AT&T 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 AT&T 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 AT&T request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

13.6 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ATTACHMENT 28: COMPREHENSIVE BILLING ATTACHMENT-MO

1.0 Introduction

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

1.2 Charges for the relevant services billed under this Attachment are included in the Appendices applicable to the particular service.

2.0 Billing Information and Charges

2.1 SWBT will bill in accordance with this Agreement those charges AT&T incurs under this Attachment; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill will be formatted in accordance with CABS for charges for Network Elements ordered by AT&T, as well as for Reciprocal Compensation (as prescribed in Section 3.6 of Attachment 12, Reciprocal Compensation), or in accordance with Customer Records Information System (CRIS) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SWBT shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable AT&T to identify for the Resale services or Network Elements being billed, the type of service ordered by AT&T and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to AT&T. Each CABS bill will include a Customer Service Record (CSR) and will set forth (a) the quantity and description of each Network Element provided to AT&T or (b) the usage and applicable rates billed for Reciprocal Compensation.

2.1.1 SWBT agrees to accept, process and pay all bill invoices submitted by AT&T that are not CABS-compliant until such time as AT&T completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. AT&T shall use its reasonable best efforts to complete this conversion by January 1, 2001.

2.2 SWBT will provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T pursuant to this Agreement. Each bill provided by SWBT to AT&T will include: (1) all non-usage sensitive charges incurred for the period

beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below, and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.

2.3 SWBT may send bills to AT&T containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:

2.3.1 Except as provided in section 2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by AT&T under this Agreement, SWBT may submit a Backbill to AT&T for charges incurred by AT&T up to 120 days prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which AT&T used such service; or

2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, SWBT may submit a Backbill to AT&T for charges incurred by AT&T up to 120 days prior to the Backbill date; or

2.3.3 Where SWBT is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, SWBT may submit to AT&T, up to 120 days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by AT&T as a result of, and since the applicable Governmental Requirement Date; or

2.3.4 SWBT will exert commercially reasonable efforts not to send Backbills for CRIS-billed charges, and will use its best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, AT&T will not be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.

2.3.5 SWBT may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by AT&T where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of AT&T, and AT&T shall be liable for such Backbilled charges. Where such failure to bill or

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

2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Attachment.

2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format.

2.5 For CABS-billed services, SWBT will assign to AT&T a separate Billing Account Number (BAN) per each type of service (e.g., connectivity) per LATA.

2.6 For Resale services, SWBT will assign to AT&T a separate BAN per Regional Accounting Office (RAO) for consumer or residential and a separate BAN per RAO for business.

3.0 Issuance of Bills

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

3.2 All bills in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested

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

3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.0 Electronic Transmissions

4.1 At AT&T's request, SWBT will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to AT&T at the location specified by AT&T. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SWBT must provide AT&T/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. AT&T will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

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

Production Dataset

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

Test Dataset

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

5.0 Tape Or Paper Transmissions

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

	TO AT&T	TO SWBT
Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: AMA Unit 9051 Park West, Room 2242 Houston, Texas 77063
Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30009 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St. Louis, MO 63101
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator	Southwestern Bell Telephone ATTN: Rebecca Thompson One Bell Center Rm 32-A-12 St Louis, MO 63101

5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

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

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

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

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

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

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

6.0 Testing Requirements

6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing mechanized formats; or at least 90 days prior to either party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. SWBT shall also provide to AT&T's Company Manager, located at 500 North Point Parkway,

FLOC B1104B, Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. AT&T will notify SWBT within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SWBT shall make the necessary corrections within the time period agreed to with AT&T to ensure that billing transmissions testing meet CABS/BOS specifications. SWBT shall not send AT&T a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications

6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

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

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005 Attn: Access Bill Testing Coordinator

7.0 <u>Additional Requirements</u>

7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for AT&T to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
(e) The invoice number must not have embedded spaces or low values.

8.0 Bill Accuracy Certification

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to AT&T an accurate and current bill. For the purposes of this Agreement, SWBT agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by AT&T under this Agreement. Accordingly, at AT&T's option on a connectivity by connectivity basis, AT&T and SWBT agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

9.0 Meetpoint Billing – Facilities Based

9.1 AT&T and SWBT will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

9.2 AT&T and SWBT will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

9.4 SWBT and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SWBT and AT&T will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

9.5 This Section Intentionally Left Blank.

9.6 Each Party will provide access usage records ("AURs") to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other

for this record exchange. The details of record exchange are set forth in Attachment 24: Recording.

9.6.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

9.6.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

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

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

10.0 Mutual Compensation

10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Compensation and in accordance with this Section 10.

10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.

10.3 Where a procedure has not already been set forth in this Attachment, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of