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January 8, 2004

RECEIVED

JAN 08 2004

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

*Records
Public Service Commission*

RE: Amendment to Interconnection Agreement (M2A) of Ameritel Missouri, Inc. and
Southwestern Bell Telephone, L.P. d/b/a SBC Missouri

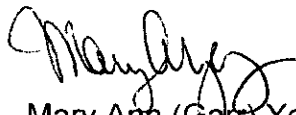
Dear Secretary:

Enclosed for filing with the Commission please find an original and three copies of
an Amendment to Missouri 271 Interconnection Agreement ("M2A Amendment") between
Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC") and Ameritel Missouri, Inc.

This Amendment (UNE-P NRC) provides for a new Section 14.2.1 to be added to
Attachment 6: Unbundled Network Elements. The amendment, along with the revised
Attachment 6: Unbundled Network Elements, are attached hereto. Copies of this cover
letter are provided with each copy of this filing for the convenience of recipients.

Thank you for assistance in the processing this filing. Copies are being served on
the Commission's General Counsel and Office of the Public Counsel. Please contact me
at 634-8109 if there are any questions.

Sincerely,



Mary Ann (Garr) Young

Enclosure

cc: General Counsel
Office of the Public Counsel
SWBT Legal Department
John Brandt, Ameritel Missouri, Inc.

AMENDMENT

RECEIVED

TO MISSOURI 271 INTERCONNECTION AGREEMENT

JAN 08 2004

by and between

Records
Public Service Commission

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

AND

AMERITEL MISSOURI, INC.

WHEREAS, the underlying Agreement is being amended as a result of Ameritel's desire to adopt Attachment 6: UNE from the existing Missouri 271 Interconnection Agreement between AT&T and SBC Missouri ("the AT&T Agreement"), including any and all Amendments to such provisions in the AT&T Agreement and the legitimately related terms identified on Attachment 26: Legitimately Related Provisions and elsewhere in the AT&T Agreement to replace the corresponding provisions in the underlying Agreement; and

WHEREAS, the Missouri Interconnection Agreement, dated July 18, 2003 ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri¹ ("SBC Missouri") and Ameritel Missouri, Inc. ("Ameritel") is hereby amended as follows:

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

14.2.1 Notwithstanding Section 14.2, above, when Ameritel 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 earliest of: 1) the date such rate is replaced by order of the Missouri Public Service Commission, or 2) the termination of this Agreement, whichever occurs first. SBC Missouri 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,

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.

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) The Parties acknowledge and agree that Attachment 26: Legitimately Related Provisions to the AT&T Agreement ("Attachment 26") provides that Attachments 6-10 (the UNE Provisions), including associated appendices, of the AT&T Agreement are all legitimately related to Attachment 6: Unbundled Network Elements. Attachment 26 of the AT&T Agreement further provides that the General Terms and Conditions specified on Attachment 26, and Attachment 26 itself are legitimately related to the UNE provisions (Attachments 6-10 and Appendices) of the AT&T Agreement (as well as associated pricing which is addressed by the replacement of AT&T's Appendix Pricing - UNE and Appendix Pricing - UNE Schedule of Prices for the corresponding Appendices in the underlying Agreement). However, because the underlying Agreement already contains provisions identical to Attachments 6-10 (UNE) of the AT&T Agreement, the legitimately related General Terms and Conditions of the AT&T Agreement, and Attachment 26: Legitimately Related Provisions of the AT&T Agreement identified by Attachment 26 of the AT&T Agreement as being legitimately related to the UNE provisions contained in the AT&T Agreement which Ameritel has decided to adopt (with the exception of the Section 14.2.1 which is being added to Attachment 6: UNE by way of this Amendment) the Parties acknowledge and agree that it was not necessary to amend or replace the following Attachments/Appendices of the underlying Agreement with the identical AT&T Agreement Attachments/Appendices: Attachments 6-10, the legitimately related General Terms and Conditions or Attachment 26. In the event that any provision in the underlying Agreement that was legitimately related to the UNE provisions Ameritel has decided to adopt from the AT&T Agreement had not been 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, Attachments 6-10, the legitimately related General Terms and Conditions, and Attachment 26 from the AT&T Agreement in accordance with the provisions of the AT&T Agreement.

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

(4) The Parties further acknowledge and agree that the underlying Agreement is the result of Ameritel's decision to opt into the M2A or parts thereof pursuant to the Missouri Public Service Commission Order in Case TO-99-227 dated March 6, 2001. This Amendment to such Agreement is being entered into as a result of Ameritel's decision to adopt the UNE provisions, including any legitimately related terms, from the AT&T Agreement. Therefore, the Parties acknowledge and agree that (i) all aspects of the underlying Agreement were made available to Ameritel only as a result of Ameritel's decision to opt into the M2A or parts thereof pursuant to Case No. TO-99-227 and (ii) this Amendment is being made available to Ameritel as a result of Ameritel's decision to

opt into the UNE provisions, including any legitimately related terms, of the AT&T Agreement and that only Section 14.2.1 from Attachment 6: UNE of the AT&T Agreement is effectively being added to this Agreement and this Amendment solely addresses a state-specific rate; and (iii) therefore, no aspect of the Agreement or this Amendment qualify for portability into Illinois under 220 ILCS 5/13-801(b) or Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 97-560.

(5) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 dated March 6, 2001. This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (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 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"), if any. 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 Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

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, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: 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*, 29 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003 and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; 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.

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

(7) 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 10th day of December, 2003, by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, signing by and through its duly authorized representative, and Ameritel Missouri, Inc., signing by and through its duly authorized representative.

Ameritel Missouri, Inc.

**Southwestern Bell Telephone, L.P. d/b/a
SBC Missouri**

By SBC Telecommunications, Inc.,

Its authorized agent

By: David Rankin

By: Mike Auinbauh

Title: President

Title: for President - Industry Markets

Name: David Rankin
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Date: November 14, 2003

Date: DEC 10 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 Ameritel. 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 Ameritel to designate any point at which it wishes to connect Ameritel's facilities or facilities provided by a third party on behalf of Ameritel with SWBT's network for access to unbundled Network Elements for the provision by Ameritel of a telecommunications service. If the point designated by Ameritel is technically feasible, SWBT will make the requested connection.
- 2.2 Ameritel 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 Ameritel'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 Ameritel's ability to permit IXC's to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit Ameritel'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 Ameritel, pursuant to Section 5.2.4 of this Attachment, Ameritel 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 Ameritel 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 Ameritel access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction except as provided in this Attachment. Ameritel 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 Ameritel to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 27, in order to permit Ameritel 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 Ameritel 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 Ameritel 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 Ameritel requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by Ameritel 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 Ameritel 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 Ameritel, 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 Ameritel for the provision by Ameritel 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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel.
- 2.13 The use of the term "purchase" herein notwithstanding, network elements provided to Ameritel 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 Ameritel'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 Ameritel violates this provision, provided that such termination of service will be limited to Ameritel's use of the element(s) causing the violation.
- 2.16 SWBT and Ameritel 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 Ameritel customers at least equal to what SWBT provides for its customers and will allow Ameritel to establish restoration priority among Ameritel customers consistent with applicable law.

2.17 Performance of Network Elements

- 2.17.1 Each Network Element provided by SWBT to Ameritel will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Ameritel 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.
- 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 Ameritel. 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. Ameritel 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 Ameritel pursuant to Section 2.17.3, Ameritel may submit a request within thirty (30) days of Ameritel'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, Ameritel may submit such request within ten days of Ameritel'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 Ameritel, 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, Ameritel's

request will be considered under the Special Request Process and the process will be completed prior to modifying Ameritel'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 Ameritel 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 Ameritel purchases unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to Ameritel local service customers, SWBT will not collect access charges from Ameritel or other IXC's except for charges for exchange access transport services that an IXC elects to purchase from SWBT.
- 2.21 Ameritel 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 2.19.
- 2.22 Special Request

The sections below identify unbundled Network Elements and provide terms and conditions on which SWBT will offer them to Ameritel: 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 Ameritel for an additional unbundled Network Element will be considered under the procedures set forth below. Where facilities and equipment are not available, Ameritel 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.
- 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 ninety (90) 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 Ameritel 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, Ameritel's request will be considered as follows: SWBT will provide a price quote for the Element, consistent with the Act, within ten (10) days following SWBT's receipt of Ameritel's request. If the Parties have not agreed on a price for the Element within ten (10) days following Ameritel'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 Ameritel personnel may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Should Ameritel request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge Ameritel 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 Ameritel 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 Ameritel and the customer agree to an interface that bypasses the SWBT NID.
- 3.4 Ameritel 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 Ameritel 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, Ameritel 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 Ameritel uses under this Attachment will be those installed by SWBT to serve its customers.

- 3.7 Ameritel will not attach to or disconnect SWBT's ground. Ameritel will not cut or disconnect SWBT's loop from its protector. Ameritel will not cut any other leads in the NID. Ameritel will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Ameritel will tighten all screws or lugs loosened by Ameritel 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 Ameritel orders an unbundled loop, Ameritel 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 Ameritel from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-AR, which forms a part of this Agreement. SWBT agrees to provide Ameritel with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL-AR and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).
- 4.3 Ameritel 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 Ameritel of equivalent functionality through the dedicated transport entrance facilities that are available to Ameritel and priced under this Agreement, *e.g.*, DS3 Entrance Facility.

- 4.4 When Ameritel owns or manages its own switch and requests an unbundled Loop to be terminated on Ameritel'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 Ameritel. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of Ameritel's request notify Ameritel of the lack of available facilities. Ameritel may request alternative arrangements through the Special Request process. This section does not apply when Ameritel 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. Ameritel will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Ameritel's or Ameritel 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 Ameritel purchases the subloop element called loop distribution, Ameritel 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 Ameritel but may offer it pursuant to agreements that would permit evocation of Ameritel'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 Ameritel's initial request for dark fiber. Thereafter, within 30 days from its receipt of an Ameritel request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide Ameritel with a written explanation demonstrating SWBT's need to use the specific fiber requested by Ameritel within the twelve month period following Ameritel'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 Ameritel, 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 Ameritel 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 Ameritel purchases dark fiber in the feeder segment of the loop, Ameritel 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 Ameritel purchases 4-Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, Ameritel 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 line class codes that reside in the SWBT local switch which provide and identify the calling scope or multiple calling scopes of a local subscriber. The one-way extended area line class codes, as part of the local switching element, may be combined with unbundled local loops in order to provide subscriber services on a local and/or one-way expanded local basis similar to what SWBT provides for its customers. 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 Ameritel is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. SWBT will provide Ameritel with recordings which will permit it to collect all access or toll revenues associated with the use of the local switching element.

5.1.2 Notwithstanding anything in Section 5 of this Attachment to the contrary, SWBT agrees to follow the decision in Texas PUC Docket No. 20025.

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 Ameritel.

5.2.2 Except as required to fulfill Ameritel 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 Ameritel 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.) Ameritel 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 Arkansas 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 For particular customer serving arrangements in which Customized Routing is not available through AIN, if Ameritel requests Customized Routing of OS/DA calls by the Line Class Code method (LCC), Ameritel will pay rates to be established by future negotiation or arbitration. If Ameritel does not so request, the customer's operator services and directory assistance calls will be routed to the SWBT OS/DA platform. 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 Ameritel Directory Assistance and Operator Services; Call Blocking/Screening
- 5.2.4.1 Where Ameritel 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 Ameritel customers for Directory Assistance and Operator Services to Ameritel designated trunks for the provision of Ameritel Directory Assistance and Operator Services, in accordance with this Attachment.
- 5.2.4.2 SWBT agrees to provide Ameritel the AIN solution for customized routing in each of its end offices.
- 5.2.4.2.1 SWBT will provide to Ameritel 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 Ameritel 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 Ameritel. In the event Ameritel specifically requests an LCC in any local switch where AIN is implemented, SWBT shall provide a forward-looking cost estimate to the Ameritel through the Special Request Process, provided that such LCC needs to be developed to accommodate the Ameritel's customized routing requirement or calling scope. Ameritel will pay the costs for implementing the request, provided that, if Ameritel 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 Ameritel will only be required to pay the prices approved by the Commission. If Ameritel 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 Ameritel 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 Ameritel Customers to the Ameritel 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 Ameritel OS and DA platforms, Ameritel 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 Ameritel customer-dialed Directory Assistance local calls to Ameritel. (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 Ameritel dialed 0/0+ local calls to Ameritel. (Designated trunks via operator services Feature Group C signaling.)
- 5.2.4.7 Direct routing capabilities described herein will permit Ameritel customers to dial the same telephone numbers for Ameritel Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 5.2.4.8 SWBT, no later than five (5) days after the date Ameritel requests the same, will provide to Ameritel 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. Ameritel agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against Ameritel and SWBT, arising out of its provision of such information to Ameritel.

- 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 Ameritel 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. Ameritel 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 Ameritel personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). Ameritel 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 Ameritel as outlined in Attachment 28.
- 5.2.11 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. Ameritel requests for use of SWBT adjuncts will be handled through the Special Request process.
- 5.2.12 SWBT will provide UAmeritel Data and trouble history regarding a customer line, upon Ameritel's request as provided in Attachment 27 and Attachment 28.
- 5.2.13 SWBT will allow Ameritel 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 Ameritel purchases Unbundled Local Switching (ULS), SWBT will provide Ameritel 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 Ameritel orders a Loop/Switch combination in which the loop is served by IDLC, Ameritel 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 Ameritel orders a Loop/Switch combination in which the loop is served by IDLC, Ameritel 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). Ameritel 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 Ameritel 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 Ameritel 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 uAmeritel 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 Ameritel 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 Ameritel 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 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 Ameritel 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 Ameritel 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. Ameritel 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 Ameritel 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 Limitation Of Liability And Indemnification

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

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 Ameritel or third parties acting on behalf of Ameritel, or between switches owned by SWBT or Ameritel or third parties acting on behalf of Ameritel. 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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel or third parties acting on behalf of Ameritel, or between switches owned by SWBT or Ameritel or third parties acting on behalf of Ameritel. 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 Ameritel collocates in SWBT central offices, and SWBT is not providing the connection between the SWBT central office and

the Ameritel premises (*i.e.*, the entrance facility), the "Dedicated Transport, Entrance Facilities" rate element would not apply. In this instance, Ameritel 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 Interconnection Arrangement from the Collocation Appendix would apply. When SWBT provides the transmission facility (*i.e.*, the entrance facility) between the Ameritel 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 Ameritel collocation space.

- 8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to Ameritel.
- 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, Ameritel may request them pursuant to the Special Request process.
 - 8.2.1.2.1 SWBT agrees to comply with the decision in Texas PUC Docket No. 18117.
- 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. Ameritel 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 Ameritel 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 Ameritel 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 Ameritel is included in the Dedicated Transport rates and charges. Ameritel 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 Ameritel 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 Ameritel when Ameritel has collocation space in a SWBT tandem or end office, but may offer it pursuant to agreements that would permit revocation of Ameritel'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 Ameritel's initial request for dark fiber. Thereafter, within 30 days from receipt of an Ameritel request for interoffice dark fiber, SWBT either will grant the request and issue an appropriate lease or deny the request and provide Ameritel with a written explanation demonstrating SWBT's need to use the specific fiber requested by Ameritel within the twelve month period following Ameritel'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 Ameritel 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 Ameritel and provide Ameritel with sufficient alternative means of transporting the traffic. SWBT will provide Ameritel 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 Ameritel 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 Ameritel may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.
- 8.2.2.3 SWBT will provide to Ameritel information regarding the location, availability, and loss characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from Ameritel.
- 8.2.2.4 When Ameritel purchases Interoffice Dark Fiber, Ameritel 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 Ameritel 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 Ameritel 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 Ameritel database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits (loops and/or interoffice facilities) that Ameritel will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting Ameritel 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 Ameritel 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 Ameritel circuit is changed. As an example, if Ameritel 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 Ameritel may utilize the DCS Dedicated Transport element through the use of a terminal on Ameritel premises to access a database maintained by SWBT to reconfigure Ameritel's Dedicated Transport facilities.
- 8.2.4.4 Ameritel may use the DCS to directly access and control Ameritel'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 Ameritel will remotely access the DCS by using a terminal on Ameritel's premises in conjunction with Ameritel'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 Ameritel.
- 8.2.4.7 SWBT will make two DCS options available to Ameritel: On-demand; and Reservation. The on-demand option allows Ameritel to make immediate changes to the network, while the reservation option allows Ameritel to execute a change at a specified time designated by Ameritel.
- 8.2.4.8 Ameritel may use DCS to perform the following functions:
 - 8.2.4.8.1 **Routing/Rerouting** - The routing feature allows Ameritel to select the routes that will be used to connect circuits between DCSs. Ameritel may control the route selection process by various parameters according to Ameritel's needs. Ameritel may also reroute circuits from a failed internodal facility to a working one.
 - 8.2.4.8.2 **Renaming**-Ameritel may rename its network locations, circuits, and facilities.
 - 8.2.4.8.3 **Special Day Definition** - Ameritel may specify circuit reconfiguration on special days, e.g., payday, holidays.
 - 8.2.4.8.4 **Resource Verification** - Ameritel 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** - Ameritel is provided database log that contains every transaction involving reconfigurations.
- 8.2.4.8.6 **Compatibility Table** - Ameritel may view the allowable access line combinations that can be used with the DCS.
- 8.2.4.8.7 **Path Priority** - Ameritel may arrange its circuit paths in order of priority when multiple routes exist.
- 8.2.4.8.8 **Reservation Summary Screen** - Ameritel may view the status of its reconfiguration reservations.
- 8.2.4.8.9 **MACRO Command/Network Modeling** - Ameritel may initiate with one command, multiple two-point cross-connections. Ameritel 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, Ameritel 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 Ameritel 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 Ameritel STPs or switches and the SWBT STP pair that provides appropriate physical diversity when available. Generally the

Ameritel designated Signaling Points of Interconnection (SPOI) are at SWBT's STP or serving wire center.

- 9.1.1.1 Ameritel and SWBT may choose to interconnect their existing SS7 networks. No charges under this Agreement will apply when Ameritel transmits signaling for local service traffic using ports, links and cross connects between Ameritel and SWBT STPs for which Ameritel has paid the applicable charges in its capacity as an IXC.
- 9.1.1.2 When Ameritel establishes new links, where Ameritel will use existing transport to an existing SPOI, but will order a new cross-connect and port at SWBT's STP, Ameritel 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 Ameritel the applicable rates and charges established herein and Ameritel will charge SWBT the lesser of Ameritel'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 Ameritel may block SWBT's uAmeritel of the new link.
- 9.1.1.3 If new links are established and Ameritel elects to purchase unbundled SWBT transport between a Ameritel STP or Ameritel local switch and a SWBT STP or SPOI, using interfaces at the DS1 level, SWBT will provide a DS1 transport facility. Ameritel 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 Ameritel the applicable charges established herein and Ameritel will charge SWBT the lesser of Ameritel'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 Ameritel may block SWBT's uAmeritel 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, Ameritel 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, Ameritel 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 Ameritel the applicable charges established herein, and Ameritel will charge SWBT the lesser of Ameritel'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 Ameritel may block SWBT's uAmeritel 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 Ameritel provides its own switch or STP, Ameritel will provide DS1 (1.544 Mbps) interfaces at the Ameritel-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 Ameritel will identify to SWBT the Signaling Point Codes (SPCs) associated with the Ameritel set of links. Ameritel will pay a non-recurring charge per STP pair when Ameritel 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 Ameritel allowing other telecommunications providers to use Ameritel'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 Ameritel's tariff rate, if any, or the charges identified herein.

9.1.4.1 When SWBT requests Ameritel to add a signaling point code, SWBT will pay a non-recurring charge per STP pair at the lesser of Ameritel'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, Ameritel will pay the charges identified herein.

- 9.1.5 When Ameritel provides its own switching, and purchases signaling link transport, Ameritel will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of uAmeritel 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. Ameritel 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 Ameritel will inform SWBT in writing thirty (30) days in advance of any material expected change in Ameritel'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 Ameritel 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 Ameritel'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 mesAmeritels 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 Ameritel may use the STP under three options, as follows:
- 9.2.1.1.1 Signaling for Ameritel with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of Ameritel to the destination defined by SWBT's signaling network, excluding mesAmeritels to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with Ameritel set of links will be routed to Ameritel.
- 9.2.1.1.1.1 SS7 Transport will apply to SS7 mesAmeritels transported on behalf of Ameritel from a SWBT STP pair to a SWBT STP pair located in a different LATA. The mesAmeritel would be routed in the same manner as SWBT routes SS7

mesAmeritels for itself (e.g., local STP to regional STP to regional STP to local STP). The rate (per octet) will apply to octets comprising ISUP and TCAP mesAmeritels. When Ameritel 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), Ameritel will pay the charges labeled "SS7 Transport" on Appendix Pricing UNE - Schedule of Prices at a rate equal to one times the octet rate for each octet transported.

- 9.2.1.1.1.2 If Ameritel elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, Ameritel will be required to use a unique point code for each Ameritel 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 Ameritel does not provide a unique point code, Ameritel will be charged at a tariffed rate.
- 9.2.1.1.2 Signaling for Ameritel with its own Signaling Point, utilizing a set of links of another party: Ameritel 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 Ameritel.
- 9.2.1.1.3 Signaling for Ameritel 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. Ameritel does not separately order SS7 signaling under this method. Ameritel 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 Ameritel at the SWBT STPs,

and each Party will provision in accordance with these parameters where technically feasible. Ameritel may specify screening parameters so as to allow transient mesAmeritels to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for mesAmeritel routing. Unless the Parties agree that the Global Title Translation is mutually beneficial, Ameritel will pay a non-recurring charge when Ameritel requests SWBT to add Global Title Translation Type information for mesAmeritel 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 Ameritel'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 mesAmeritels 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 mesAmeritels, 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 mesAmeritel. In its capacity as an LSP, Ameritel will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address MesAmeritels 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, Ameritel will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with Ameritel, Ameritel will include a letter of agency that indicates the third party is willing to receive the mesAmeritels and pay any applicable charges. Use of the STP provides a signaling route for mesAmeritels 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 Ameritel 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 Ameritel will designate the Signaling Point of Interconnection (SPOI) for each link. Ameritel 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. Ameritel 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 Ameritel in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.4 through 9.8:
- 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 Ameritel 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 Ameritel and SWBT will provide Ameritel 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 uAmeritel 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 Ameritel places an order to activate, change, or modify a point code. When Ameritel has not previously established a given switch on SWBT's STP, but Ameritel 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 Ameritel terminate this Amendment within the first six (6) months of its effective date, Ameritel agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of Ameritel's CNAM Queries times the uAmeritel rates specified in the Pricing Schedule or, if Ameritel terminates this Amendment within less than two months, Ameritel 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 mesAmeritels. Validation Queries and Response mesAmeritels 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 Ameritel access to Validation information whenever Ameritel initiates a query from an SSP for Validation information available in SWBT's LIDB.
- 9.4.2.2 All Ameritel 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. Ameritel 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 Ameritel any instances where overload controls are invoked due to Ameritel's CCS/SS7 network and Ameritel 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 Ameritel, 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 Ameritel's LSP activities on behalf of its Arkansas local service customers where SWBT is the incumbent local exchange carrier. Ameritel agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by Ameritel 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 Ameritel will be charged for LIDB validation queries, consistent with Section 9.4.1 of this Attachment, in the event that Ameritel is using its own OS platform.
- 9.4.2.6.2 SWBT cannot distinguish between queries from Ameritel's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from Ameritel'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, Ameritel will develop an allocation factor to distinguish the proportion of queries attributed to Ameritel as an IXC and those attributed to Ameritel as an LSP within the SWBT serving area. Should Ameritel opt to treat all queries at the higher rate, Ameritel will not be required to develop an allocation factor.

9.4.2.6.3 SWBT will notify Ameritel of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice Ameritel will advise SWBT whether Ameritel 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. Ameritel 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 Ameritel notifies SWBT of its intent to develop a factor subject to the final resolution of the Texas Docket No. 21791. Until Ameritel 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 Ameritel on a quarterly basis and subject to audit by SWBT on a yearly basis.

9.4.2.7 LIDB Validation provided by SWBT to Ameritel 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 Ameritel and SWBT will provide Ameritel with the opportunity to comment. Ameritel 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 Ameritel's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including Ameritel, 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. Ameritel 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 Ameritel 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 uAmeritel
- Information related to billing for LIDB uAmeritel
- LIDB uAmeritel statistics.

9.4.3.4 Ameritel 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 Ameritel acts on behalf of other carriers to access SWBT's LIDB Validation, Ameritel 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 Ameritel 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 Ameritel's use or storage of Ameritel 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 mesAmeritel 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 mesAmeritel. 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 Ameritel to provide Ameritel 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. Ameritel understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of Ameritel. 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 Ameritel.
- 9.4.4.2.5 On behalf of third parties who query LIDB for Ameritel data and receive a response verifying the end user's willingness to accept the charges for the underlying call, Ameritel 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 Ameritel, 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 Ameritel 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, Ameritel acknowledges that such Ameritel validation information will be unavailable to any customer including Ameritel served by SWBT OS platforms.
- 9.4.4.2.8 Ameritel understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. Ameritel does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. Ameritel 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 Ameritel'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 Ameritel 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 Ameritel, 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 Ameritel 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 Ameritel through the initial LSR establishing a new connect or migration of Ameritel's end user customer. SWBT provided these enhancements to Ameritel for testing on or before December 15, 1999, with implementation completed by 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 Ameritel 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 Ameritel 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 Ameritel's use of LVAS under this Agreement.
- 9.4.4.3.5** Ameritel 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 Ameritel 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 Ameritel to electronically transmit properly formatted records from Ameritel's service order process into LVAS.

9.4.4.4.2 Ameritel'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 Ameritel access to the Service Order Entry Interface. The RAF will verify the validity of Ameritel's transmissions and limit Ameritel's access to SWBT's Service Order Entry Interface to LVAS. Ameritel 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 Ameritel with the file transfer protocol specifications Ameritel will use to administer Ameritel's data over the Service Order Entry Interface. Ameritel 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 Ameritel can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or Ameritel 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 Ameritel with SWBT-specific documentation for properly formatting the records Ameritel will transmit over the Service Order Entry Interface.

9.4.4.4.6 Ameritel 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 Ameritel with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides Ameritel with the ability to have its own personnel access Ameritel's records via an application screen that is presented on a computer monitor. Once Ameritel has accessed one of its line/billing records, Ameritel 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 Ameritel with Interactive Interface through a modem. Ameritel understands that its record access through the Interactive Interface will be limited to its own line/billing records.

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

9.4.4.5.4 Ameritel can choose to request the Interactive Interface as its only interface to LVAS and LIDB or Ameritel 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 Ameritel with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows Ameritel 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. Ameritel may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above Ameritel's normal daily update processing.

9.4.4.6.4 Ameritel 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 Ameritel's line/billing records.

9.4.4.6.5 Ameritel will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide Ameritel 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 Ameritel will create and deliver to the SCP node locations, Ameritel will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load Ameritel's updates into LVAS. Ameritel 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 Ameritel SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create Ameritel records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide Ameritel 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 Ameritel will coordinate to establish mutually agreed upon dates and times for tape loads of Ameritel data when such loads are the result of an Ameritel request.

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

9.4.4.7 LIDB Editor Interface

9.4.4.7.1 LIDB Editor Interface provides Ameritel with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides Ameritel 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. Ameritel 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 Ameritel 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 Ameritel 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 Ameritel records that fail the LIDB audit. Ameritel can access this file through the Interactive Interface.

9.4.5.1.4 Ameritel 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. Ameritel will correct all discrepancies using the LVAS interface(s) Ameritel 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 Ameritel with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide Ameritel with a file containing Ameritel's records in LIDB. Ameritel 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 Ameritel will audit its LIDB accounts against Ameritel's billing system and correct any discrepancies within a reasonable time and in no event longer than ten calendar days. Ameritel will correct all discrepancies using the LVAS interface(s) Ameritel has requested under this Attachment.
- 9.4.5.2.4 SWBT will provide Ameritel scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide Ameritel with a billing system audit file twice per year. Such audit files will represent Ameritel'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:

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

9.4.6 Sleuth

- 9.4.6.1 Sleuth notification provides Ameritel with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.
- 9.4.6.2 SWBT will provide Ameritel 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 Ameritel 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 Ameritel account, the Sleuth investigator will print the alert from the queue and

fax the alert to the Ameritel. 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 Ameritel account. Ameritel 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). Ameritel 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 Ameritel with a Sleuth contact name and number, including fax number, for Ameritel to contact the Sleuth DBAC.

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

9.4.7 Technical Requirements

9.4.7.1 SWBT will enable Ameritel 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 Ameritel line-record data in LVAS by any third party that is not authorized by Ameritel 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). Ameritel will be charged for CNAM Service Queries in the event that Ameritel is operating its own switch. In the event that Ameritel 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 Ameritel to query SWBT's Calling Name database for Calling Name information in order to deliver that information to Ameritel'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 Ameritel 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 Ameritel any instances where overload controls are invoked due to Ameritel's CCS/SS7 network and Ameritel 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 Ameritel's LSP activities on behalf of its Arkansas local service customers where SWBT is the incumbent local exchange carrier. Ameritel agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by Ameritel 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 Ameritel's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from Ameritel'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, Ameritel will develop an allocation factor to distinguish the proportion of in-area queries and out-of-area queries. Should Ameritel opt to treat all queries at the higher rate, Ameritel will not be required to develop an allocation factor.

9.5.2.4.2 SWBT will notify Ameritel of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice Ameritel will advise SWBT whether Ameritel 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. Ameritel 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 Ameritel notifies SWBT of its intent to develop a factor, subject to the final resolution of the Texas Docket No. 21791. 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 Ameritel's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including Ameritel, 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. Ameritel 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 Ameritel 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 uAmeritel
- Information related to billing for LIDB uAmeritel
- LIDB uAmeritel statistics.

9.5.3.4 Ameritel 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 Ameritel acts on behalf of other carriers to access SWBT's CNAM Service Query, Ameritel 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 Ameritel's use or storage of Ameritel 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. Ameritel 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. Ameritel 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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel switch to the SWBT Toll Free Database, Ameritel 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 Ameritel. The Toll Free Database charges do not apply when Ameritel 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 Ameritel will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. Ameritel'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. Ameritel 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 Ameritel any instances where overload controls are invoked due to Ameritel's CCS/SS7 network and Ameritel 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 Ameritel will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Ameritel 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 Ameritel acts on behalf of other carriers to access SWBT's Toll Free Calling Database, Ameritel 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 Ameritel 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 Ameritel's LSP activities on behalf of its Arkansas local service customers where SWBT is the incumbent local exchange carrier. Ameritel agrees that any other use of SWBT's TFCDB for the provision of 800 database service by Ameritel 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 Ameritel 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. Ameritel 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 Ameritel 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 Ameritel developed AIN feature as per previous section.
- 9.7.4 When Ameritel 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 Ameritel 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 Ameritel, SWBT will provide specifications and information reasonably necessary for Ameritel to utilize SWBT SCE as provided above.
- 9.7.7 SWBT SCP will partition and take reasonable steps to protect Ameritel 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 Ameritel 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 Ameritel 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. Ameritel 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 Ameritel designated collocated space or other SWBT unbundled network elements purchased by Ameritel.
- 11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge Ameritel 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 Ameritel uses its own testing and monitoring services, SWBT will treat Ameritel test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When Ameritel orders a switch port, or local loop and switch port in combination, SWBT will, at Ameritel'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 Ameritel 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 Ameritel 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 Ameritel purchases Interoffice dark fiber, Ameritel 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 Ameritel under this Agreement.

- 12.1 Within 60 days of the Effective Date of this Agreement, Ameritel and SWBT will agree upon a process to resolve technical issues relating to interconnection of Ameritel'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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel, 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 Ameritel.

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 Ameritel 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 Ameritel consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SWBT will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the

combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, Sections 6.12 and 6.12.1. For new UNE combinations that are not within the above-referenced definition of "Contiguous Network Interconnection of Network Elements" and that require manual work by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges will apply, together with the Central Office Access Charge. Such combinations may be referred to elsewhere in this Agreement as "new" combinations.

- 14.2.1 Notwithstanding Section 14.2, above, when Ameritel 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 earliest of: 1) the date such rate is replaced by order of the Arkansas Public Service 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 Arkansas 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 June 18, 2003:
- 14.3.1 If the FCC or the Arkansas 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 Ameritel that the FCC or the Arkansas 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 Ameritel. 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 Arkansas PSC.

- 14.3.2 If the FCC or a court modifies the TELRIC methodology applicable to unbundled network elements, SWBT and Ameritel 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 Arkansas 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 Ameritel provide a one (1) year forecast of its expected demand for UNEs in that central office which Ameritel will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of Ameritel'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 Ameritel where Ameritel may combine UNEs. If Ameritel submits such a forecast, SWBT will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to Ameritel. However, if at any time after a secured frame room or external cross connect cabinet is made available, SWBT is unable to meet Ameritel'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 Ameritel on new combination orders until capacity can be provided. If Ameritel fails to submit such a forecast, SWBT will no longer combine UNEs that are not already combined. Ameritel can access the secured frame or the external cross-connect cabinet without having to collocate.
- 14.3.3.1 When Ameritel orders elements for combining at the secured frame or cabinet, SWBT will cross-connect those elements to the frame or cabinet at no additional charge to the Ameritel, 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 Ameritel 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 Ameritel combines elements at the frame or cabinet under this section.

- 14.3.3.2 SWBT and Ameritel 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 Ameritel may obtain from SWBT, the combining services for Network Elements at a non-recurring charge to be set by SWBT at any amount not to exceed \$84.00 for business orders. This charge shall apply in addition to any other applicable recurring and non-recurring charges.
- 14.3.3.3 Ameritel 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: Access to Operations Support Systems and Related Functions.
- 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 June 18, 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 Ameritel that the FCC or the Arkansas 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 Ameritel. 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 Ameritel to deliver end-to-end service to an end user

customer without using Ameritel equipment or facilities (other than operator services and directory assistance service that the Ameritel 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 the TELRIC methodology applicable to unbundled network elements, SWBT and Ameritel 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 Arkansas 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 Ameritel. If the Commission-approved unbundled network element is operational, Ameritel 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 Ameritel with a proposed statement of terms and conditions, including prices, for access to any new element within thirty days of Ameritel's request after the FCC ruling authorizing access to the new element. If SWBT and Ameritel 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 Ameritel's provision of circuit switched or packet switched telephone exchange service to Ameritel's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for Ameritel's provision of circuit switched telephone exchange service to Ameritel's own end user customers.
- 14.7.2 The dedicated transport facility will extend from Ameritel customer's SWBT serving wire center to either Ameritel's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to Ameritel's point of access through a dedicated transport entrance facility. Ameritel must order the dedicated transport facility, with any necessary multiplexing, from Ameritel's collocation cage or Ameritel's switch location to the wire center serving Ameritel's end user customer. Ameritel 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, Ameritel 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 Ameritel 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 Ameritel under this subsection 14.7.3. Ameritel can access the secured frame or the external cross connect cabinet without

having to collocate. If Ameritel elects the secured frame or cabinet option, Ameritel 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 Ameritel will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of Ameritel's forecast for a given central office, SWBT will construct, at no additional cost to Ameritel, 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 Ameritel may combine unbundled loops with the unbundled dedicated transport facilities. There will be no additional charge to the Ameritel for SWBT extending loop and transport elements to the secured frame or cabinet. If Ameritel 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 Ameritel. When the secured frame room or external cross connect cabinet is made available, Ameritel 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 Ameritel that its connections are complete within the period described above, SWBT will remove its temporary connections. If Ameritel fails to notify SWBT that it has placed its connections on the secured frame during that period, SWBT will charge Ameritel 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 Ameritel 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 Ameritel'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 Ameritel until capacity can be provided. When capacity is made available, temporary connections performed by SWBT will be removed as described above. If Ameritel 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 Ameritel requests to move to the secured frame room, there will be no charge to the Ameritel for moving. Such move shall be coordinated to minimize service disruption to the customer.

If Ameritel 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, Ameritel 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 Ameritel 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 Ameritel 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 Ameritel 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 Ameritel order (*e.g.*, the elements are in an existing equivalent configuration), SWBT will supply that combination to Ameritel 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, Ameritel 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, Ameritel 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.